



# MEETING AGENDA

## Western Riverside County Programs and Projects Committee

**Time:** 1:30 p.m.  
**Date:** June 24, 2019  
**Location:** BOARD ROOM  
County of Riverside Administration Center  
4080 Lemon St, First Floor, Riverside CA 92501

### COMMITTEE MEMBERS

Brian Berkson, **Chair**/Chris Barajas, City of Jurupa Valley  
Michael Vargas, **Vice Chair**/Rita Rogers, City of Perris  
Wes Speake/Jim Steiner, City of Corona  
Clint Lorimore/Todd Rigby, City of Eastvale  
Bill Zimmerman/Dean Deines, City of Meniffee  
Victoria Baca/Carla Thornton, City of Moreno Valley

Scott Vinton/Randon Lane, City of Murrieta  
Berwin Hanna/Ted Hoffman, City of Norco  
Andrew Kotyuk/Russ Utz, City of San Jacinto  
Ben J. Benoit/Joseph Morabito, City of Wildomar  
Kevin Jeffries, County of Riverside, District I  
Jeff Hewitt, County of Riverside, District V

### STAFF

Anne Mayer, Executive Director  
John Standiford, Deputy Executive Director

### AREAS OF RESPONSIBILITY

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

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

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

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

**AGENDA\***

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

**1:30 p.m.**

**Monday, June 24, 2019**

**BOARD ROOM**

**County Administrative Center**

**4080 Lemon Street, First Floor**

**Riverside, California**

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

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

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. PLEDGE OF ALLEGIANCE**

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

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

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

6. **APPROVAL OF MINUTES – APRIL 22, 2019**

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

*Page 1*

**Overview**

This item is for the Committee to:

- 1) Approve Contract Change Order (CCO) No. 6 to Agreement No. 16-31-043-00 for the Interstate 15 Express Lanes Project (15 Express Lanes) with Kapsch TrafficCom USA Inc. (Kapsch) in the amount of \$2,809,286, plus a contingency amount of \$290,000, for a total amount not to exceed \$3,099,286;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to negotiate and execute the change order on behalf of the Commission;
- 3) Authorize the Executive Director or designee to approve contingency work up to the total not to exceed amount as required for the project; and
- 4) Forward to the Commission for final action.

8. **CEQA REVALIDATION AND ADDENDUM FOR THE MODIFIED STATE ROUTE 91 CORRIDOR IMPROVEMENT PROJECT'S EXPRESS LANE CONNECTOR IMPROVEMENTS**

*Page 36*

**Overview**

This item is for the Committee to:

- 1) Adopt Resolution No. 19-011, subject to Caltrans approval and adoption of the Addendum to the Environmental Impact Report/Environmental Impact Statement and approval of the Revised Project, *“Resolution of the Riverside County Transportation Commission Adopting an Addendum to the Previously Certified Environmental Impact Report (SCH #2008071075) Pursuant to the California Environmental Quality Act for the State Route 91 Corridor Improvement Project and Approving the Proposed Changes to the Project”*; and
- 2) Forward to the Commission for final action.

**9. REQUEST FOR PROPOSAL TO DESIGN AND CONSTRUCT THE INTERSTATE 15/STATE ROUTE 91 EXPRESS LANES CONNECTOR PROJECT THROUGH A DESIGN-BUILD CONTRACT**

*Page 45*

***Overview***

This item is for the Committee to:

- 1) Authorize staff, subject to concurrence by the California Department of Transportation (Caltrans) and the Federal Highway Administration (FHWA), to issue Request for Proposal (RFP) No. 19-31-074-00 and future addenda to design and construct the Interstate 15/State Route 91 Express Lanes Connector (15/91 ELC) project through a design-build (DB) contract;
- 2) Approve the selection criteria for the selection of the apparent best value (ABV) proposer;
- 3) Authorize the Executive Director to select the top-ranked ABV proposer for DB services, based on the criteria identified in the RFP and addenda, and to conduct subsequent limited negotiations;
- 4) Authorize the Executive Director to pay, to the unsuccessful shortlisted DB proposers (or potentially all DB proposers in the case that the procurement is cancelled after the proposal due date) that submit a timely and responsive proposal, a stipend of \$225,000, plus a contingency amount of \$25,000 per proposer, for a total amount not to exceed \$1 million;
- 5) Authorize the Executive Director or designee to approve stipend contingency up to the total amount not to exceed as deemed necessary; and
- 6) Forward to the Commission for final action.

**10. AGREEMENT WITH WSP USA INC. FOR THE COMPLETION OF THE PROJECT INITIATION DOCUMENT PHASE FOR THE RIVERSIDE COUNTY NEXT GENERATION EXPRESS LANES**

*Page 53*

***Overview***

This item is for the Committee to:

- 1) Award Agreement No. 19-31-058-00 to WSP USA Inc. (WSP) to provide planning and preliminary engineering services to complete the Project Initiation Document for the Next Generation Express Lanes Project (NGELP), in the amount of \$996,110, plus a contingency amount of \$99,611, for a total contract amount not to exceed \$1,095,721;
- 2) Authorize the Executive Director, or designee, to approve an increase not to exceed \$20,000 of the total amount based on the final Caltrans Independent Office of Audits and Investigations (IOAI) and Commission's pre-award audit results;
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission;
- 4) Authorize the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as may be required for the Project; and
- 5) Forward to the Commission for final action.



**11. AWARD OF CONSTRUCTION AGREEMENT WITH RIVERSIDE CONSTRUCTION FOR THE MID COUNTY PARKWAY MITIGATION SITE**

***Page 100***

***Overview***

This item is for the Committee to:

- 1) Award Agreement No. 19-31-086-00 to Riverside Construction, as the lowest responsive, responsible bidder, for the construction of the Mid County Parkway (MCP) Mitigation Project (Project) in the amount of \$1,782,653, plus a contingency amount of \$267,398, for a total amount not to exceed \$2,050,051;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission;
- 3) Authorize the Executive Director or designee to approve contingency work pursuant to the agreement terms up to the total not to exceed amount; and
- 4) Forward to the Commission for final action.

**12. AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR SENATE BILL 1 FUNDING OF THE FREEWAY SERVICE PATROL PROGRAM IN RIVERSIDE COUNTY**

***Page 116***

***Overview***

This item is for the Committee to:

- 1) Approve Agreement No. 19-45-101-00 with the California Department of Transportation (Caltrans) for the Senate Bill (SB) 1 funding of the Riverside County Freeway Service Patrol (FSP) program in an amount not to exceed \$1,390,287;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission; and
- 3) Forward to the Commission for final action.

**13. AMENDMENTS FOR CONSTRUCTION FREEWAY SERVICE PATROL TOWING SERVICES SUPPORTING THE STATE ROUTE 60 TRUCK LANES PROJECT**

*Page 126*

***Overview***

This item is for the Committee to:

- 1) Approve the following amendments to agreements to provide Construction Freeway Service Patrol (CFSP) services for the State Route 60 Truck Lanes Project (Project) for an additional amount not to exceed an aggregate value of \$500,000:
  - a) Agreement No. 15-45-060-03, Amendment No. 3 to Agreement No. 15-45-060-00, with Airport Mobile Towing, Inc. (Airport);
  - b) Agreement No. 18-45-131-03, Amendment No. 3 to Agreement No. 18-45-131-00, with Coastal Pride Towing, Inc. (Coastal);
  - c) Agreement No. 17-45-061-01, Amendment No. 1 to Agreement No. 17-45-061-00, with Pepe's Towing, Inc. (Pepe's);
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission; and
- 3) Forward to the Commission for final action.

**14. COMMISSIONERS / STAFF REPORT**

***Overview***

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

**15. ADJOURNMENT**

# **AGENDA ITEM 6**

## **MINUTES**



# **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

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

Monday, April 22, 2019

### **MINUTES**

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

The meeting of the Western Riverside County Programs and Projects Committee was called to order by Chair Brian Berkson at 1:31 p.m., in the Board Room at the County of Riverside Administrative Center, 4080 Lemon Street, First Floor, Riverside, California, 92501.

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

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

Victoria Baca  
Ben Benoit  
Brian Berkson  
Berwin Hanna  
Jeff Hewitt  
Clint Lorimore  
Wes Speake  
Russ Utz  
Michael Vargas  
Scott Vinton  
Bill Zimmerman

##### **Members Absent**

Kevin Jeffries

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

At this time, Vice Chair Michael Vargas led the Western Riverside County Programs and Projects Committee in a flag salute.

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

There were no requests to speak from the public.

#### **5. APPROVAL OF MINUTES – MARCH 25, 2019**

**M/S/C (Benoit/Zimmerman) to approve the minutes as submitted.**

**6. ADDITIONS/REVISIONS**

There were no additions or revisions at this time.

**7. AGREEMENT WITH HDR ENGINEERING, INC. FOR THE COMPLETION OF PROJECT APPROVAL/ENVIRONMENTAL DOCUMENT FOR THE INTERSTATE 15 EXPRESS LANES PROJECT-SOUTHERN EXTENSION**

Stephanie Blanco, Capital Projects Manager, presented the scope of the agreement with HDR Engineering, Inc. for the completion of project approval/environmental document for the Interstate 15 Express Lanes Project-Southern Extension.

In response to Commissioner Bill Zimmerman's question regarding CMAQ funds, Stephanie Blanco stated the Commission is using CMAQ funding for the PA/ED because it is currently available and the STIP funding will not be available for use until FY 2022/23.

In response to Commissioner Jeff Hewitt's question regarding the preliminary engineering, Stephanie Blanco stated the preliminary engineering includes 15% of the design so the environmental analysis and the environmental studies can be completed.

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

- 1) Award Agreement No. 19-31-025-00 to HDR Engineering, Inc. (HDR) to provide preliminary engineering and environmental analysis services for the Interstate 15 Express Lanes Project - Southern Extension (I-15 ELPSE), in the amount of \$26,320,011, plus a contingency amount of \$2,632,001, for a total amount not to exceed \$28,952,012;**
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission;**
- 3) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project; and**
- 4) Forward to the Commission for final action.**

**8. AGREEMENT WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR THE 15/91 EXPRESS LANES CONNECTOR PROJECT DESIGN-BUILD PHASE**

David Thomas, Toll Project Manager, presented the details of the agreement with OCTA for the 15/91 Express Lanes Connector Project design build phase.

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

- 1) Approve Agreement No. 19-31-067-00 with Orange County Transportation Authority (OCTA) for reimbursement for closure of the OCTA 91 Express Lanes in support of the Interstate 15/State Route 91 Express Lanes Connector Project (15/91 ELC) in the amount of \$398,000,**

**plus a contingency amount of \$39,000, for a total amount not to exceed \$437,000;**

- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission;**
- 3) Authorize the Executive Director or designee to approve contingency work up to the total amount not to exceed as required for the project;**
- 4) Authorize the Executive Director or designee to approve future non-funding amendments to this agreement; and**
- 5) Forward to the Commission for final action.**

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

Michelle McCamish, Management Analyst, presented the scope of the funding agreement with CHP for FSP supervision.

Commissioner Russ Utz asked about the CHP overtime and if they are charging the contractor for the time as well.

Anne Mayer explained the funding provided to CHP covers all of the training for the tow drivers that are part of our program so there is only one payment to CHP. This program is different in that it is very hard to maintain tow providers in the program because it is very expensive for them to operate. The Commission has been covering this cost to help the vendors participate in the program.

Michelle McCamish clarified for Commissioner Clint Lorimore about the CHP overtime for the FSP program.

Chair Brian Berkson added the task in this item is specifically for the FSP CHP officers. It does not overlap with other officer duties.

Commissioner Hewitt commented on the CHP overtime fees.

Anne Mayer added RCTC has an outstanding relationship with the CHP and it makes it easier to address the checks and balances and make sure all charges are appropriate.

Michelle McCamish clarified for Commissioner Scott Vinton that the morning and afternoon rush hour times are considered overtime because there are various factors, regular service hours, toll hours, weekend hours, construction FSP, in addition to training, certification, and supervision, etc.

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

- 1) Approve Agreement No. 19-45-063-00 with the California Highway Patrol (CHP) to provide supervision and operation of the Freeway Service Patrol**

**(FSP) program in Riverside County for a three-year term in an amount not to exceed \$4,046,158;**

- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission; and**
- 3) Forward to the Commission for final action.**

#### **10. COMMISSIONERS / STAFF REPORT**

Commissioner Wes Speake congratulated staff on the hard work they did for the El Cerrito detour in the city of Corona.

Vice Chair Vargas announced: On Saturday, April 27 in Perris there will be three events; A 5k Color Run, Health Fair, and the Tamale Fest.

#### **11. ADJOURNMENT**

There being no further business for consideration by the Western Riverside County Programs and Projects Committee, the meeting was adjourned at 2:03 p.m.

Respectfully submitted,



Lisa Mobley  
Clerk of the Board



# **AGENDA ITEM 7**



**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

|                 |   |
|-----------------|---|
| <b>DATE:</b>    | June 24, 2019   |
| <b>TO:</b>      | Western Riverside County Programs and Projects Committee  |
| <b>FROM:</b>    | David Thomas, Toll Project Manager  |
| <b>THROUGH:</b> | Michael Blomquist, Toll Program Director  |
| <b>SUBJECT:</b> | Change Order to Amend the Interstate 15 Express Lanes Project Toll Services Agreement with Kapsch TrafficCom USA for the Interstate 15/State Route 91 Express Lanes Connector Project |

**STAFF RECOMMENDATION:**

This item is for the Committee to:

- 1) Approve Contract Change Order (CCO) No. 6 to Agreement No. 16-31-043-00 for the Interstate 15 Express Lanes Project (15 Express Lanes) with Kapsch TrafficCom USA Inc. (Kapsch) in the amount of \$2,809,286, plus a contingency amount of \$290,000, for a total amount not to exceed \$3,099,286;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to negotiate and execute the change order on behalf of the Commission;
- 3) Authorize the Executive Director or designee to approve contingency work up to the total not to exceed amount as required for the project; and
- 4) Forward to the Commission for final action.

**BACKGROUND INFORMATION:**

In April 2017 Governor Brown signed Senate Bill 132 (SB 132) which appropriated \$427 million to the Riverside County Transportation Efficiency Corridor (RCTEC) for five projects. SB 132 allocated \$180 million to the Interstate 15/State Route 91 Express Lanes Connector (15/91 ELC) Project. The 15/91 ELC Project will provide a tolled express lanes connector between the existing 91 Express Lanes and the future 15 Express Lanes to the north of SR-91 (Figure 1: 15/91 ELC Project Vicinity Map, Figure 2: Work Vicinity Map).



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

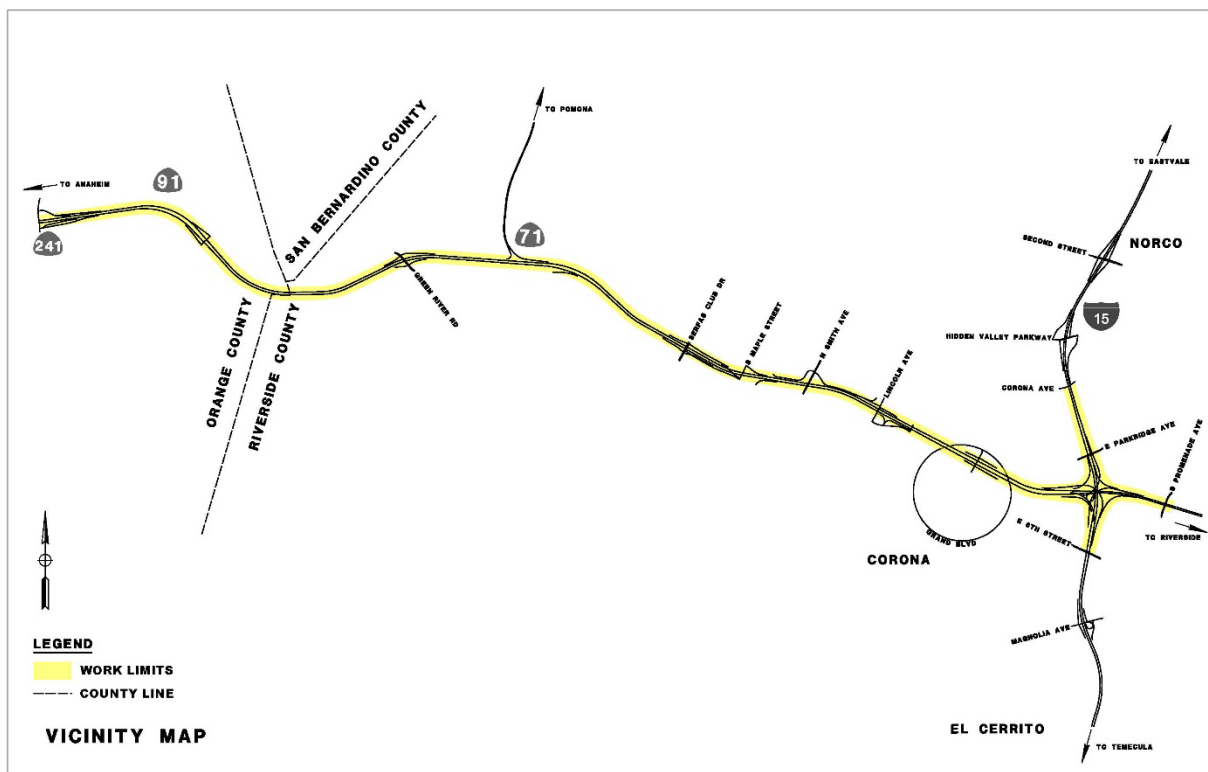


Figure 2: Work Vicinity Map

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

At its October 2017 meeting, the Commission approved an overall procurement strategy for the 15/91 ELC Project to secure all the services and construction needed to deliver the project. The approved strategy consists of a series of contract amendments, as permitted by AB 115, to existing 91 Project and 15 Express Lanes contracts with engineering companies, contractors, toll vendors, legal, and financial advisors.

**DISCUSSION:**

The construction of the 15/91 ELC will provide for a seamless trip between the 91 Express Lanes and 15 Express Lanes. A customer driving eastbound in the RCTC 91 Express Lanes will have the option of travelling north to the 15 Express Lanes via the 15/91 ELC. A customer driving southbound on the 15 Express Lanes will have the option of travelling west on the 91 Express Lanes via the 15/91 ELC. These movements will require the toll system to identify when and where the vehicle entered the system and share that information between the 91 Express Lanes toll system and the 15 Express Lanes toll system in order to determine the toll for the interfacility trip. Today, the 91 Express Lanes roadside toll system is operated and maintained by Cofiroute, USA (Cofiroute). The 15 Express Lanes roadside toll system will be designed, installed, operated, and maintained by Kapsch.

While developing the tolling Concept of Operations for the 15/91 ELC, it became apparent that the interfacility trip pricing was going to be challenging with two different toll systems and operators. Staff and the 15 Express Lanes Project team evaluated several options for resolving these challenges and determined that the most efficient and effective short and long-term solution is to transition the 91 Express Lanes roadside toll system from Cofiroute (the current system) to Kapsch (the new system compatible with the 15 Express Lanes). In addition, the Orange County Transportation Authority (OCTA) selected Kapsch to replace the OCTA 91 Express Lanes roadside toll system that results in both agencies upgrading to the same roadside toll system. By transitioning the RCTC 91 Express Lanes roadside toll system to Kapsch, transaction processing and revenue collection for the 91 Express Lanes, 15/91 ELC and 15 Express Lanes will be more effective and efficient. As the change to the RCTC 91 Express Lanes roadside toll system is required to integrate the 15/91 ELC into the interfacility processing, the RCTC 91 Express Lanes roadside toll system transition will be funded by the 15/91 ELC project.

Based on the overall procurement strategy approved for the 15/91 ELC, staff recommends a change order to the 15 Express Lanes Toll Services agreement to design and install the replacement of the existing RCTC 91 Express Lanes roadside toll system to provide compatibility across the entire RCTC tolling environment. The scope of this change order includes the following components:

- a) Design and install a replacement tolling gantry for the existing south connector from the RCTC 91 Express Lanes to the south I-15;
- b) Design and install a new Variable Toll Message Sign (VTMS) at the Orange County/Riverside County Line for the eastbound RCTC 91 Express Lanes; and
- c) Add network modifications to connect the RCTC 91 Express Lanes tolling equipment to the 15 Express Lanes tolling network.

The Kapsch contract provided pre-negotiated costs for roadside toll system equipment allowing for a straightforward mechanism for determining the costs of the RCTC 91 Express Lanes roadside toll system equipment. Staff worked with Kapsch to negotiate the costs associated with non-equipment installation costs and the costs related to the operations and maintenance of the roadside toll system. The total negotiated cost for CCO No. 6 is \$2,809,286, plus a contingency of \$290,000, for a total amount not to exceed \$3,099,286.

The table below summarizes the status of 15/91 ELC related change orders and amendments to Kapsch’s contract.

| <b>Kapsch<br/>15/91 ELC Related<br/>Amendments/Change Orders</b>   | <b>Status</b>                            | <b>Amount</b>      | <b>Contingency</b> | <b>Total</b>       |
|--|--|--------------------|--------------------|--------------------|
| CCO No. 3 – Deputy PM and Tolling Back Office Software Development   | Commission approved on March 14, 2018    | \$ 314,721         | \$ 31,500          | \$ 346,221         |
| CCO No. 5 – Replace 91 Express Lanes Roadside Toll System  | Commission approved on July 11, 2018     | 4,478,461          | 500,000            | 4,978,461          |
| CCO No. 6 – Add South Gantry, County-Line VTMS, and network modifications to support the Express Lanes Roadside Toll System<br><i>(subject of this report)</i> | For Commission approval on July 10, 2019 | 2,809,286          | 290,000            | 3,099,286          |
| <i>Totals</i>  |  | <i>\$7,602,468</i> | <i>\$ 821,500</i>  | <i>\$8,423,968</i> |

**RECOMMENDATION:**

Staff recommends approval of CCO No. 6 to amend the Toll Services agreement between the Commission and Kapsch in the amount of \$2,809,286, plus a contingency amount of \$290,000, for a total amount not to exceed \$3,099,286. Further, authorization is requested for the Chair or Executive Director to negotiate and execute the amendment on behalf of the Commission and for the Executive Director or designee to approve contingency work up to the total not to exceed amount as required for the project.

| Financial Information       |                                      |       |                          |         |                            |
|-----------------------------|--------------------------------------|-------|--------------------------|---------|----------------------------|
| In Fiscal Year Budget:      | Yes<br>N/A                           | Year: | FY 2019/20<br>FY 2020/21 | Amount: | \$1,053,000<br>\$2,046,286 |
| Source of Funds:            | SB 132 State Funds                   |       | Budget Adjustment:       |         | No<br>N/A                  |
| GL/Project Accounting No.:  | 003039 81301 00000 0000 605 31 81301 |       |                          |         |                            |
| Fiscal Procedures Approved: | <i>Theresa Trevino</i>               |       |                          | Date:   | 06/13/2019                 |

Attachment: Draft Change Order No. 6







**Change Response / TSP Change Request  
RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
I-15 Toll Services Provider Contract**

**\*\*\* DRAFT \*\*\***

**Change Order No. \_\_\_\_\_ 6 \_\_\_\_\_**

**Pursuant to:** (check appropriate box)

- Written Change Notice No. \_\_\_\_\_ 6 \_\_\_\_\_, dated 03 Dec 2018, submitted by RCTC to TSP pursuant to Section 20.4.1 of the Contract
- TSP Change Request No. \_\_\_\_\_, dated \_\_\_\_\_, submitted by TSP to RCTC pursuant to Section 20.6 of the Contract
- Directive Letter No. \_\_\_\_\_, dated \_\_\_\_\_, submitted by RCTC to TSP pursuant to Section 20.3 of the Contract

Reference is made to that certain Toll Services Contract dated as of 26 January 2016, by and between Riverside County Transportation Commission ("RCTC"), a public entity of the State of California ("RCTC"), and Kapsch TrafficCom USA, Inc., a corporation organized under the laws of Delaware ("TSP"), as amended, together with all Exhibits and prior amendments (the "Contract").

This Change Order amends the Contract.

Capitalized terms used, but not defined, in this Change Order have the meanings given in, and all Section and Exhibit references shall be to the Contract.



**SECTION I – Narrative, Discussion of Additions, Deletions, Modifications to the Requirements of the Toll Services Contract**

**A. Evaluation of Change including whether TSP considers any RCTC-Initiated Change to constitute a Change and the specific provision(s) of this Contract which permit a Change Order (Section 20.4.3(a)(i)):**

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N/A – RCTC Initiated Change Order

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Overview of scope of Change (Section 20.4.3(a)(iii)). For detailed scope of Change, please complete the Change Response Price Form:

All capitalized terms used in this Change Order #6 and not defined herein have the meanings given to such terms in the Toll Services Contract dated as of January 26, 2017 (as amended by this Change Order and the previous Change Order #5), the **Contract** between the Riverside County Transportation Commission (**RCTC**) and Kapsch TrafficCom USA, Inc. (**TSP**).

RCTC plans to develop a new Express Lanes connector (**ELC** or **ELC Project**) between the SR-91 Express Lanes (**SR-91 EL**) and the future I-15 Express Lanes being developed under the I-15 Express Lanes Project (**ELP Project**). The ELC will consist of one Express Lane in each direction facilitating a direct east-to-north and south-to-west connection between the recently opened SR-91 Express Lanes extension and the future Express Lanes on I-15. The ELC will allow SR-91 Express Lanes customers and I-15 Express Lanes customers to make a continuous trip between the two Express Lane facilities.

**Part 1: SR-91 Retrofit to support upgraded roadside electronic tolling system**

**Background**

The construction of the ELC will create new destinations accessible from the SR-91 Express Lanes and I-15 Express Lanes. The I-15 Express Lanes system shall be modified to allow for a new inter-facility pricing strategy. Given the access configuration and location of toll points on the SR-91 Express Lanes and the I-15 Express Lanes, customers using the ELC will be required to use the RCTC segment of the SR-91 Express Lanes and one segment of the I-15 Express Lanes. Prices for ELC transactions shall be combined with the RCTC SR-91 Express Lanes Segment and the I-15 Express Lanes Segment, creating an inter-facility pricing zone. Additionally, tolls for trips beginning with segment one northbound on the I-15 Express Lanes to the SR-91 Express Lanes westbound or SR-91 Express Lanes eastbound through segment four of the I-15 Express Lanes southbound shall be combined.

Pricing between the SR-91 Express Lanes and the I-15 Express Lanes will require an interface between the SR-91 Express Lanes and I-15 Express Lanes toll systems to collect and exchange entry time data. For



example, the SR-91 Express Lanes toll system would need to know the time that ELC users saw the SR-91 Express Lanes price so that the appropriate toll could be charged.

The ELC pricing strategy is illustrated in Figure 1. This strategy introduces a new pricing zone that encompasses the RCTC segment of the SR-91 Express Lanes and the entirety of the I-15 Express Lanes so that the price to travel to the ends of the I-15 Express Lanes would be displayed at the SR-91 County Line and the price to travel to the SR-91 County Line would be displayed on I-15 Express Lanes signs.

The PROJECT is made up of 3 sub projects:

- 1) The SR-91 Express Lanes (**SR-91 EL or SR-91 Subproject**) – covered in a previous Change Order #5 and this Change Order #6;
- 2) The I-15 Express Lanes Project (**ELP or ELP Subproject**) – covered in the Contract; and
- 3) The Express Lanes connector (**ELC or ELC Subproject**) between the SR-91 Express Lanes (**SR-91 EL or SR-91 Subproject**) and the I-15 Express Lanes being developed under the I-15 Express Lanes Project (**ELP or ELP Subproject**) – covered in a future Change Order.

Within the subprojects can be Phases of work:

- 1) SR-91 Subproject
  - a. Phase 1 – SR-91 Tolling System Retrofit (covered in Change Order #5):
 

Retrofit the existing RCTC SR-91 Express Lanes roadside electronic tolling system (currently Neology) with TSP’s roadside electronic tolling system of the same design as the roadside electronic tolling system being installed on the I-15 for the I-15 Express Lanes Project (ELP Project) to provide compatibility across the entire RCTC tolling environment and add additional capabilities to the SR-91 Express Lanes (i.e., 6C compatibility) that are being introduced in the ELP Project. The ETC Host will provide “core” services only by creating vehicle transactions and transmitting them to the SR-91 Operator for trip-building.
  - b. Phase 2 – SR-91 New Tolling Infrastructure – this Change Order (Change Order #6)
    - i. South Connector Tolling Gantry (including SR-91 (Gantry) Turnover Package 5)
      - 1) Install new tolling equipment on new gantry (provided through Turnover Package 5) on the south-end (I-15) of the existing South Connector. This tolling point will have 1 toll lane in each direction. The tolling location will be tied into the existing SR-91 fiber communications system, and communicate, initially, with the SR-91 Operator.
      - 2) After the new tolling location is put into Revenue Service, the TSP will decommission the existing toll point at the I-15/SR-91 interchange by removing the toll equipment from the site, before the gantries are removed due to ELC construction.
    - ii. County Line VTMS (including SR-91 (VTMS) Turnover Package 6)
      - 1) Install new price sign equipment consisting of LED displays for pricing for 3 destinations. This sign will be tied into the existing SR-91 fiber



communications network, and will communicate with the new ROC facility being created for the ELP Subproject.

- 2) A Yagi antenna will be mounted to the new VTMS sign to support determination of delay for assignment of toll pricing in the Eastbound direction on the SR-91 Express Lanes.
- iii. Connect SR-91 Tolling Infrastructure to the I-15 ROC
  - 1) Including the SR-91 Tolling Points as part of the overall Trip Building/Trip Pricing process for the I-15 and RCTC SR-91 Tolling Network – in Change Order #3
  - 2) After ELP Subproject has reached Revenue Service, the tolling locations on the SR-91 EL will be disconnected from communicating with the SR-91 Operator, and will be reconnected with the ETC Host located at the new ROC facility for the ELP Subproject – this Change Order (Change Order #6)
  - 3) Includes changes to the Back Office System software to support multi-facility trip tolling.
- 2) ELP Subproject – including Turnover Packages 1, 2, 3 and 4

Currently contracted tolling project for the I-15.

- 3) ELC Subproject – including Turnover Package 7 – a future Change Order

Install new tolling equipment on new gantry (provided through Turnover Package 7) on the north-end (I-15) of the new Express Lanes (North) Connector. This tolling point will have 1 toll lane in each direction. The tolling location will be tied into the new I-15 fiber communications system, and communication with the new I-15 ROC facility.

### **SR-91 (Phase 2) D&D Work Milestones:**

The key milestone dates for SR-91 (Phase 2) D&D Work are:

- 1) Notice to Proceed – SR-91 (Phase 2) (**NTP-SR91 (Phase 2)**)– August 1, 2019
- 2) County-Line VTMS
  - a. SR-91 (VTMS) Turnover Package 6 (County Line VTMS) – Simultaneous with ELP Package 3 Turnover.
  - b. Installation Work – Simultaneous with ELP Package 3 installation work.
  - c. Site Acceptance Testing – Simultaneous with ELP Package 3 Site Acceptance Testing
- 3) Network Installation
  - a. Installation Work – Simultaneous with ELP Package 3 and ELP Package 4 installation work.
  - b. Operations Testing (County-Line VTMS and Network Revisions) – Simultaneous with ELP Operations Testing (July 2020)
  - c. County-Line VTMS/Network Revisions Revenue Service Commencement Deadline – July 23, 2020 (Simultaneous with ELP Revenue Service Commencement Deadline)
- 4) South Gantry



- a. SR-91 (Gantry) Turnover Package 5 (South Gantry) – September 1, 2019 – For acceptance of site from DB.
- b. Installation Work – January 2020
- c. Site Acceptance Testing – January 2020
- d. Operations Testing – February 2020
- e. South Gantry Revenue Service Commencement Deadline – March 1, 2020
- f. I-15/SR-91 Existing Site Decommissioning – NLT March 31, 2020

**NTP-SR91 (Phase 2):**

RCTC will not issue NTP-SR91 (Phase 2) until satisfaction of the following requirements:

- 1) TSP has delivered to RCTC the NTP-SR91 (Phase 2) Performance Bond Rider and the NTP-SR91 (Phase 2) Payment Bond Rider, as specified in Part 3, section 6 below;
- 2) TSP has submitted to RCTC the certificates of insurance and endorsements as required by Section 17.3.2 of the Contract to confirm the existence of all the insurance coverages required, as specified in Part 3, section 5 below;
- 3) TSP has delivered to RCTC an executed consent of the Guarantor to the addition of SR-91 (Phase 2) to the Project in the form provided in this Change Order; and
- 4) TSP has provided to RCTC any other documents, things or assurances required by this Change Order as a condition of NTP-SR91 (Phase 2).

RCTC has no obligation to issue NTP-SR91 (Phase 2), and unless and until NTP-SR91 (Phase 2) is issued, RCTC has no liability to TSP under the Contract or this Change Order with respect to SR-91 (Phase 2).

**SR-91 (Phase 2) Deliverables:**

| Deliverable  | Format for Update   | Delivery  |
|--|---|---|
| Baseline Schedule                                      | Update to Standalone SR-91 Schedules                                  | SR-91 Phase 2 NTP + 30 days                             |
| Four-Week Look Ahead Schedule                          | Standalone SR-91 Schedules  | Weekly  |
| Civil Site Acceptance Checklist                        | Submit with Installation Plan update                                  | See Installation Plan                                   |
| Communications Network Acceptance Checklist            | Submit with Installation Plan update                                  | See Installation Plan                                   |
| Installation Plan for South Gantry                     | update by addendum with any specific requirements                     | NLT 60 days prior to South Gantry Installation          |
| Installation Drawings for South Gantry                 | Standalone  | NLT 60 days prior to South Gantry Installation (NOTE 1) |
| Transportation Management Plan                         | update by addendum with any specific requirements for SR-91 (Phase 2) | NLT 30 days prior to South Gantry Installation          |
| Individual Test Plans for South Gantry                 | Standalone  | NLT 60 days prior to South Gantry Installation          |
| Individual Test Reports (including Site Commissioning, | Standalone  | Completion of testing plus 5 Days                       |



|   |   |   |
|---|---|---|
| Operations Testing) for South Gantry  |   |   |
| As-Built Technical Drawings for South Gantry                                | Updates to SR-91 Standalone Package                                   | SR-91 (Phase 2) South Gantry Revenue Service Commencement plus 30 Days (NOTE 2) |
| List of Materials for South Gantry  | For South Gantry Installation plus spares                             | NLT 60 days prior to South Gantry Installation                                  |
| Maintenance Plan Updates for South Gantry                                   | Updates to SR-91 Interim Plan   | NLT 30 days prior to South Gantry Installation                                  |
| SR-91 Transition Plan for South Gantry                                      | Updates to existing SR-91 Transition Plan                             | NLT 60 days prior to South Gantry Installation                                  |
| Installation Drawings for County-Line VTMS                                  | Standalone  | NLT 60 days prior to County-Line VTMS Installation (NOTE 1)                     |
| Individual Test Plans for County-Line VTMS                                  | Standalone  | NLT 60 days prior to County-Line VTMS Installation                              |
| Individual Test Reports (including Site Commissioning) for County-Line VTMS | Standalone  | Completion of testing plus 5 Days   |
| As-Built Technical Drawings for County-Line VTMS                            | Updates to SR-91 As-Built Package                                     | ELP As-Built Package Delivery (NOTE 2)  |
| List of Materials for County-Line VTMS                                      | For County Line VTMS Installation plus spares                         | NLT 60 days prior to County-Line VTMS Installation                              |
| Maintenance Plan for County-Line VTMS                                       | Include in ELP Maintenance Plan                                       | ELP Maintenance Plan Delivery   |
| Installation Plan for Network Revisions                                     | update by addendum with any specific requirements for SR-91 (Phase 4) | NLT 60 days prior to Network Revisions Installation                             |
| Installation Drawings for Network Revisions                                 | Standalone for SR-91 (Phase 4)  | NLT 60 days prior to Network Revisions Installation (NOTE 1)                    |
| Individual Test Plans for Network Revisions                                 | Include with ELP Package 4 testing                                    | ELP Package 4 testing   |
| Individual Test Reports   | Include with ELP Package 4 testing                                    | ELP Package 4 testing   |
| As-Built Technical Drawings   | Updates to SR-91 As-Built Package                                     | ELP As-Built Package Delivery   |
| List of Materials for Network Revisions                                     | Update existing List of Materials (if necessary)                      | NLT 60 days prior to Network Revisions Installation                             |
| SR-91 to ROC Transition Plan  | Updates to existing SR-91 Transition Plan                             | NLT 30 days prior to Network Revisions Installation                             |

NOTE 1: PDF and AutoCAD acceptable for this milestone.

NOTE 2: Final As-built drawings must be delivered in PDF and Microstation formats.

## **Part 2: O&M Work**

### **A. SR-91 Pre-ELP O&M Work**

This Change Order extends the SR-91 Pre-ELP O&M Work period, initially set in Change Order #5 to run through December 31, 2019, to now run through July 31, 2020.

TSP acknowledges that Change Order #5, and this Change Order #6 do not address all potential additional O&M scope arising from the SR-91 and that RCTC may, in its discretion, elect to add such additional O&M scope pursuant to a further Change Order or amendment to the Contract at a future date.

- 1) The SR-91 Pre-ELP O&M period is extend through July 31, 2020.



- 2) SR-91 Phase 2 will incur no additional O&M costs because the new tolling location (south gantry) is replacing an existing location (I-15/91 gantry), the County-Line VTMS is not operational until ELP Revenue Service Commencement, and the network revisions are simply a redirection of the communications infrastructure from the ETC Host at the Anaheim Data Center (SR-91 Operator) to the ETC Host at the ROC (ELP).
- 3) ELP O&M will commence at ELP Revenue Service (per current contract).

### **Part 3: Other Material Terms**

#### 1) MOT

- a. Coordination of MOT is the responsibility of TSP and shall be handled in accordance with the Technical Provisions, Sections 4.7.1 – 4.7.7.

#### 2) Spare Parts

- a. A list of recommended Spare Parts for the SR-91 work will be provided for review and approval by RCTC per TP Section 16.5, as a condition of executing this Change Order.
- b. The purchase and pricing of the spares **WILL** be part of this Change Order #6.

#### 3) KPIs

The KPIs listed in TP 19.4 – Table 19-2 Key Performance Indicators (KPIs) shall apply to the County-Line VTMS and the network modifications at the commencement of Revenue Service for the ELP. The KPIs listed in TP 19.4 – Table 19-2 Key Performance Indicators (KPIs) shall apply to the South Gantry when the South Gantry enters Revenue Service (see milestone schedule for planned dates).

#### 4) Liquidated Damages

The liquidated damages set forth in Section 11 and Exhibit 22 of the Contract will apply to the SR-91 work following SR-91 (Phase 2) South Gantry Revenue Service Commencement (for which the KPIs identified in 3 above shall apply).

#### 5) Insurance Requirements

TSP shall modify their insurance policies and certificates as follows:

- a) Additional Insured: Orange County Transportation Authority
- b) Ensure includes the SR-91 (Phase 1 and 2) Work

#### 6) Bonding Requirements





- a. As a condition precedent to NTP-SR91 (Phase 2), TSP shall deliver to RCTC the updated NTP-SR91 Performance Bond Rider and the NTP-SR91 Payment Bond Rider.

## 7) Limitation of TSP's Liability

For the avoidance of doubt, the Total Capital Cost, as referenced in Section 25.1.1(a) of the Contract, shall reflect the addition of the SR-91 (Phase 2) Total Capital Cost.

## 8) Source Code Escrow

As a condition to payment of invoices for SR-91 (Phase 2) Payment Milestones and monthly installments of the SR-91 Pre-ELP O&M Cost and SR-91 (Phase 2) TCS Acceptance, TSP shall place all the Software Source Code for Pre-Existing Software owned by TSP, licensed to or by TSP or with respect to which TSP has a right to use in connection with the SR-91 D&D Work or the SR-91 Pre-ELP O&M Work into escrow in a jointly keyed and locked fireproof cabinet supplied by TSP and located in the Co-Located Office or another location acceptable to both Parties. Access to and release of Software Source Code will be in accordance with the terms of Exhibit 6 of the Contract, notwithstanding that this has not been fully executed by all required parties. All such escrowed Software Source Code shall be promptly transferred to the Source Code Escrow upon establishment of the same in accordance with the Contract.

### **Part 4:**

#### **SR-91 Phase 2:**

##### **A. Payments based on labor, overhead, margin, ODC, and subcontract costs**

(Percentages indicated below are percentages of the SR-91 (Phase 2) Total System Cost)

- 1) Notice to Proceed – SR-91 (Phase 2) (**NTP-SR91 (Phase 2)**) – 10%
- 2) Site Acceptance Testing (County Line VTMS) Complete – 10%
- 3) County-Line VTMS As-Built Technical Drawings – 10%
- 4) Installation Drawings (Network Revisions) Approved – 10%
- 5) Acceptance of completion of Network Testing as part of ELP Package 4 Testing – 10%
- 6) Site Acceptance Testing (South Gantry) Complete – 10%
- 7) Operations Testing (South Gantry) Complete – 10%
- 8) South Gantry Revenue Service Commencement – 10%
- 9) South Gantry As-Built Technical Drawings – 10%
- 10) I-15/SR-91 Existing Toll Gantry Decommissioned – 10%

##### **B. Payments based on Equipment costs:**

Delivery of Lane Equipment per List of Materials – Amount set forth in the “Materials” section in the SR-91 (Phase 2) Price Sheet. Payment will be made for delivery of equipment related to items 4a, 4b, and 4c on the Price List.





### **Part 5: SR-91 ROW Access**

RCTC will provide TSP with access to the SR-91 ROW:

- (a) From NTP-SR91 (Phase 2) until SR-91 (Phase 2) TCS Acceptance for the purposes of performing the SR-91 (Phase 2) D&D Work; and
- (b) For the purposes of performing the SR-91 Pre-ELP O&M Work and SR-91 O&M Work,

provided that (i) TSP shall obtain an encroachment permit providing TSP with access to the SR-91 Site prior to commencing work on the site and shall comply with the requirements of such permit, and (ii) TSP shall comply at all times with TSP's safety and security procedures and all applicable requirements of this Contract and Technical Provisions.

### **Part 6: Additional Definitions (Exhibit 1 to the Contract), not already included in Change Order #5**

**Notice to Proceed-SR91 (Phase 2)** or **NTP-SR91 (Phase 2)** means the Notice issued by RCTC to TSP authorizing TSP to proceed with the SR-91 (Phase 2) D&D Work.

**NTP-SR91 (Phase 2) Payment Bond Rider** means a bond rider in the form attached to this Change Order #6 as Attachment 3-B (with such modifications as RCTC approves by Notice, in its sole discretion).

**NTP-SR91 (Phase 2) Performance Bond Rider** means a bond rider in the form attached to this Change Order #6 as Attachment 3-A (with such modifications as RCTC approves by Notice, in its sole discretion).

**SR-91 (Gantry) Package 5** means the SR-91 Tolling Zone for the South Flyover Connector.

**SR-91 (Gantry) Package 5 Ready for Construction Plans** means the last set of DB Contractor's 100% final design documents to be submitted to RCTC and Department for approval prior to commencing construction of the SR-91 (Gantry) Package 5 elements shown in such plans.

**SR-91 (Gantry) Package 5 Turnover** means, for SR-91 (Gantry) Package 5, the stage in the DB Work where DB Contractor has completed design, construction and inspection of the following elements:

- (a) infrastructure for the Read Point, including gantry, pads, conduit, power and communication to support AVI, LPR, beacons, and all ETC components;
- (b) a 3,000 foot-long paved and striped EL section that includes two ELs, shoulders, and two-foot wide buffer to perform drive tests for the applicable Turnover Area, with the toll gantry constructed approximately within the center of the 3,000 foot-long section;
- (c) communications (temporary or otherwise) from the relevant SR-91 (Gantry) Package 5 Turnover Area to the ROC;
- (d) commercial power to all of the infrastructure within the relevant SR-91 (Gantry) Package 5 Turnover Area and other TCS equipment locations applicable to the Turnover Area;



- (e) Successful completion of a load verification and automatic transfer switch test for each emergency generator meeting the requirements as set forth by the manufacturer and in the DB Contract; and
- (f) Successful completion of testing of the lightning protection and grounding systems to certify compliance with requirements in the NFPA-70, National Electric Code: NFPA-780, Lightening Protection Code, and UL-96A, Installation Requirements for Master Labeled Lightning Protection Systems.

**SR-91 (Gantry) Package 5 Turnover Date** means the date on which SR-91 (Gantry) Package 5 Turnover is achieved.

**SR-91 (Gantry) Package 5 Turnover Deadline** means the date on or prior to September 1, 2019 and confirmed by Notice from the DB Contractor under Section 8.11.

**SR-91 (Phase 2) As-Built Technical Drawings** means documents required to be prepared by TSP and delivered to RCTC in accordance with TP Section 15.4 with respect to the SR-91 (Phase 2) D&D Work that constitute a complete and accurate record of the applicable portion of the TCS as designed, installed, integrated, deployed and tested in accordance with this Contract.

**SR-91 (Phase 2) D&D Monthly Progress Report** means a single monthly submission and compilation of all monthly reports required by this Contract during the SR-91 (Phase 2) D&D Phase for review at monthly progress meetings.

**SR-91 (Phase 2) D&D Phase** means the time period commencing upon NTP-SR91 (Phase 2) and ending upon SR-91 (Phase 2) TCS Acceptance.

**SR-91 (Phase 2) D&D Work** means the D&D Work with respect to SR-91 (Phase 2).

**SR-91 (VTMS) Package 6** means the VTMS west of the Orange/Riverside County line.

**SR-91 (VTMS) Package 6 Ready for Construction Plans** means the last set of DB Contractor's 100% final design documents to be submitted to RCTC and Department for approval prior to commencing construction of the SR-91 (VTMS) Package 6 elements shown in such plans.

**SR-91 (VTMS) Package 6 Turnover** means, with respect to SR-91 (VTMS) Package 6, the stage in the DB Work where DB Contractor has completed design, construction, and inspection of the following elements:

- (a) infrastructure for VTMS, including poles, pads, conduit, power and communication from the main fiber to the fiber patch panel in the VTMS tolling cabinet;
- (b) communications (temporary or otherwise) from the SR-91 (VTMS) Package 6 Turnover Area to the ROC;



- (c) commercial power to all of the infrastructure within the SR-91 (VTMS) Package 6 Turnover Area and other TCS equipment locations applicable to the SR-91 (VTMS) Package 6 Turnover Area;
- (d) successful completion of a load verification and automatic transfer switch test for each emergency generator meeting the requirements as set forth by the manufacturer and in the DB Contract;
- (e) successful completion of testing of the lightning protection and grounding systems to certify compliance with requirements in the NFPA-70, National Electric Code: NFPA-780, Lightning Protection Code, and UL-96A, Installation Requirements for Master Labeled Lightning Protection Systems; and

**SR-91 (VTMS) Package 6 Turnover Date** means the date on which SR-91 (VTMS) Package 6 Turnover is achieved.

**SR-91 (VTMS) Package 6 Turnover Deadline** means the anticipated date 90 days prior to the ELP Substantial Completion Deadline and confirmed by Notice from the DB Contractor under Section 8.11.3.

#### **Part 7: Impacts on Existing Definitions and Contract Provisions**

The definition of "Indemnified Parties" is revised to add Orange County Transportation Authority and its officers, directors, board members, employees, consultants, representatives and agents.

For purposes of the SR-91 (Phase 1), the Setting Date, the Effective Date and similar reference dates under the Contract will be the date of issuance of this Change Order.

Reference Documents include the documents and information provided with respect to SR-91 (Phase 2), as listed on Change Order #6 – Attachment 5.

Except as specifically provided otherwise in this Change Order:

1) Defined terms previously applying generally to the ELP Project (such as "Project," "D&D Work," "Toll Services," "Work," "Completion Deadlines," "Total Capital Cost," etc.): (a) will retain the same names and the definitions will be revised to include SR-91 (Phase 1, 2, 3, and 4) and ELC; but (b) corresponding ELP Project-specific defined terms will also be created so as to distinguish from SR-91 and ELC as needed.

2) Provisions in the Contract of general application to the ELP Project (such as TSP's indemnities, events of default) will also apply to SR-91 and ELC.

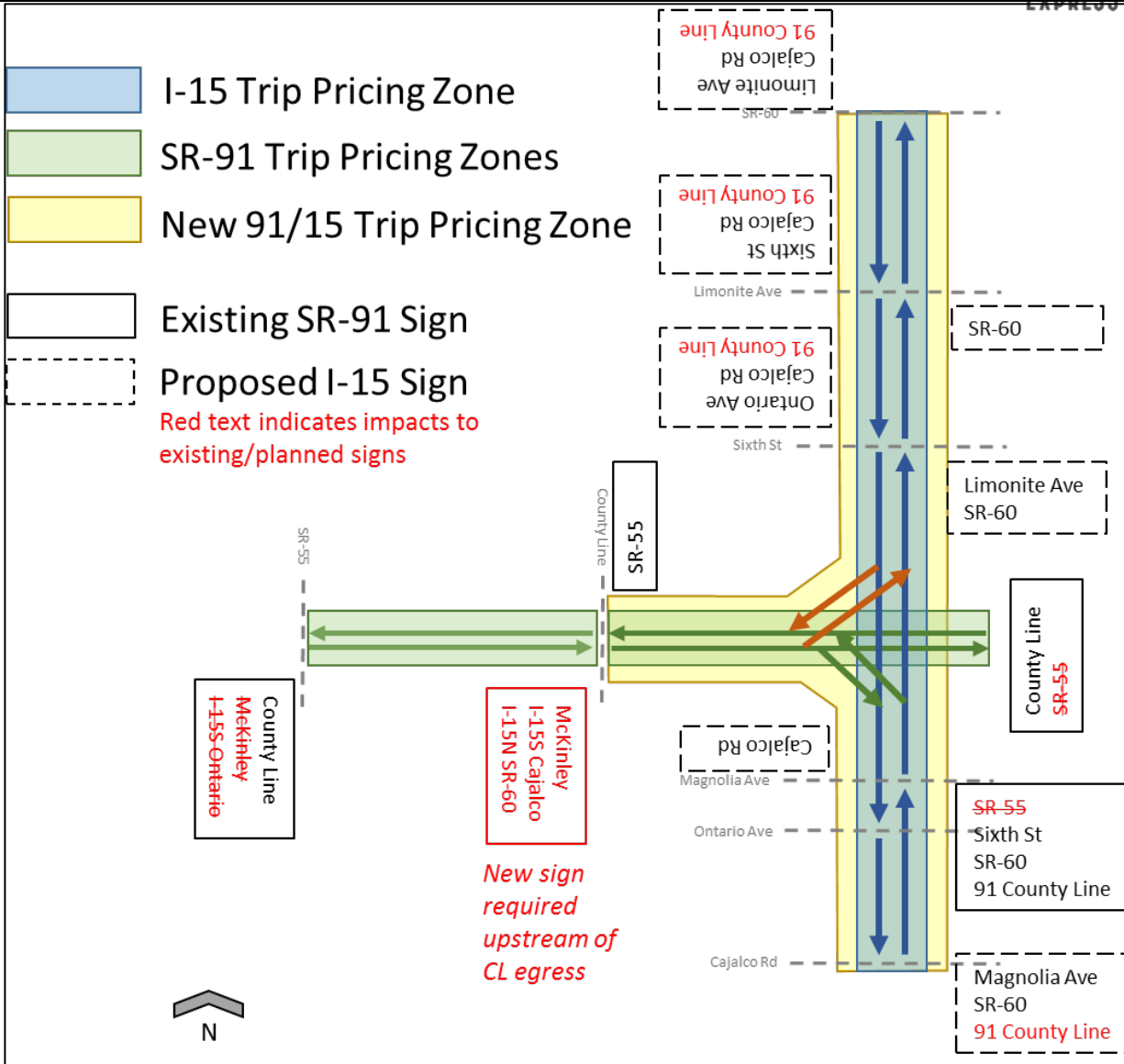


Figure 1 Pricing Strategy

**B. Analysis of (impact of the Change on the performance of other aspects of the D&D Work, O&M Work, RCTC or RCTC’s toll operations (as applicable); (Section 20.4.3(a)(v)):**

All impacts of the Change are reflected in this Change Order #6, and there are no other impacts of the Change on the performance of other aspects of the D&D Work, O&M Work, RCTC or RCTC’s toll operations.

**C. Proposed plan for mitigating impacts of the Change (Section 20.4.2(a)(x)):**



N/A

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**D. Additions / deletions / modifications to the requirements of the Contract including KPIs (if any) (Section 20.4.3(a)(viii)):**

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See Redlined Technical Provisions Attachment 2.

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**SECTION II – Cost Impact(s)**

**A. Summary**

Compensation under this Change Order is to be paid (check the applicable boxes below):

- n/a<sup>1</sup> \$0.00 (“no cost”) Change Order.
- as a lump sum adjustment to the Contract Price in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_).
- as a series of milestone payments in the following amounts:
  - 1) See Section I, Subsection B (Overview of Scope), Part 4, Item A for the D&D Milestone Payment Schedule.
  - 2) See Section I, Subsection B (Overview of Scope), Part 4, Item B for the Equipment Payment Schedule
- as an adjustment to Total O&M Years 1 and 2 Cost or Total O&M Years 3, 4 and 5 Cost See Section I, Subsection B (Overview of Scope), Part 4, Item C for the Monthly Payment Schedule for O&M for the SR-91 (Phase 1) Pre-ELP O&M Work.
- as a Unit Price Change Order for increases or decreases in the Contract Price [not to exceed] / [in the amount of] \_\_\_\_\_ dollars (\$ \_\_\_\_\_)
- as a Time and Materials Change Order, [not to exceed \_\_\_\_\_ dollars (\$ \_\_\_\_\_)]
- as is set forth below, under Section II(B)([2] / [3]). **[select the proper reference]**
- If more than one box has been checked, also check this box and summarize terms here:

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Documentation supporting the Change Order is attached as Annex[es] \_\_\_\_\_ [through \_\_\_\_\_].

**B. Special Considerations**

- 1. **Delay and disruption damages for Excusable Delay (Section 20.10).**  n/a

Compensation available for Change Orders are (only) extra Work Costs and delay Costs directly attributable to the proposed Change and exclude certain costs and expenses.

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<sup>1</sup> If \$0 (i.e., a “no cost” Change Order), leave remainder of Section II blank.



• Total extra Work Costs: \$ \_\_\_\_\_

• Total delay and disruption damages: \$ \_\_\_\_\_

Discussion (if any):

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

**2. Deductive RCTC Changes.**  n/a

If this Change Order is a deductive change

Net Cost<sup>2</sup> Savings attributable to the deductive change \$ \_\_\_\_\_

Amount due to RCTC attributable to the deductive Change (or which can be used by RCTC, in its sole discretion, to offset payment to TSP) \$ \_\_\_\_\_

Discussion (if any):

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

<sup>2</sup> When both additions and reductions are involved in any one Change Order, the adjustment shall be determined on the basis of net increase or decrease. TSP Margin will be allowed only for the net increase in labor Cost in order to establish the amount to be added to the Contract Price. In determining a deductive change order, any deduction will include the amount of TSP Margin and Audited Overhead which would have been payable on such amounts by RCTC in accordance with Section 20.



**SECTION III – Completion Deadline Impacts (Applicable to All Change Orders)**

The status of the CSC Commencement Deadline is as follows:

- Unaffected by this Change Order
- Affected by [extending] / [accelerating] the date of the CSC Commencement Deadline by \_\_\_\_\_ calendar days to \_\_\_\_\_ calendar days prior to Revenue Service Commencement.

The status of the Revenue Service Commencement Deadline is as follows:

- Unaffected by this Change Order
- Affected by [extending] / [accelerating] the date of the Revenue Service Deadline by \_\_\_\_\_ calendar days to \_\_\_\_\_ Days after the Package 4 Turnover Date.

The status of the total Float is as follows:

- Unaffected by this Change Order
- Affected by this Change Order as follows:

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If this Change Order is issued as a result of, or relating to, an Excusable Delay or a shortening time, TSP's Critical Path time impact delay analysis is attached as Annex \_\_\_\_\_ (Section 20.4.3(a)(vi)).  n/a





**SECTION IV - (Reviewed and recommended agreed by TSP's [Project Manager-D&D Work] or [Project Manager-O&M Work])**

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

Name: Jason Stewart

Title: Project Manager

Date: \_\_\_\_\_

**Comments:**

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## **SECTION V - (Reviewed and agreed by TSP)**

The undersigned Authorized Representative of TSP hereby certifies, under penalty of perjury, as follows:

1. Sections I, II and III of this Change Order, including all Worksheets and Annexes, collectively represent a true, accurate and complete summary of all aspects of this Change Order.
2. The amounts of time and/or compensation set forth in this Change Order (a) are, in each case, justified as to entitlement and amount, (b) reflect all changes to compensation for and scheduling of the Project (inclusive of all Subcontractor and Supplier amounts, impacts), (c) is complete, accurate and current and (d), in each case, the amounts of time, if any, and/or compensation, if any, agreeable to, and is hereby agreed by, TSP.
3. This Change Order includes all known and anticipated impacts or amounts, direct, indirect and consequential, which have been and may be incurred, as a result of the event, occurrence or matter giving rise to this Change Order. This Change Order constitutes a full and complete settlement of all Losses, Claims, matters, issues and disputes existing as of the effective date of this Change Order, of whatever nature, kind or character relating to the event, occurrence or matter giving rise to this Change Order and the performance of any extra Work that this Change Order documents or relates, including all direct and indirect costs for services, equipment, manpower, materials, overhead, profit, financing, delay and disruption arising out of, or relating to, the issues set forth herein. TSP acknowledges that it shall not be entitled to assert any Claim for relief under the Contract for delay, disruption costs or any other adverse financial or Project Schedule impacts existing as of the effective date of this Change Order and arising out of, or relating to, the event, occurrence or matter giving rise to this Change Order or such extra Work.
4. If the foregoing Change Order includes claims of Subcontractors or Suppliers, TSP represents that authorized representatives of each Subcontractor and Supplier, if any, reviewed such claims, this Change Order and accept this Change Order as dispositive on the same, subject to separate Contract between TSP and each such Subcontractor and Supplier, as applicable. Furthermore, TSP has determined in good faith that such claims are justified as to both entitlement and amount.
5. The cost and pricing data forming the basis for the Change Order is complete, accurate and current, with specific reference to the California False Claims Act (Government Code section 12650 et. seq.) and the U.S. False Claims Act (31 USC § 3729 et seq.)
6. It is understood and agreed that this Change Order shall not alter or change, in any way, the force and effect of the Contract, including any previous amendment(s) thereto, except insofar as the same is expressly altered and amended by this Change Order.
7. This Change Order supersedes all prior commitments, negotiations, correspondence, conversations, Contracts or understanding applicable to the issues addressed herein. No deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written, other than the Contract, as amended in accordance with its terms.



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

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

**TSP:**  
**Kapsch TrafficCom USA, Inc.**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Robert Corion  
Title: Senior Vice President, Delivery and Operations

The undersigned Guarantor hereby (i) acknowledges and consents to this CHANGE ORDER NUMBER 5; (ii) reaffirms that certain Guaranty dated as of \_\_\_\_\_, 201\_ (the "Guaranty"), executed by the undersigned; and (iii) agrees that the Guaranty remains in full force and effect and binding upon the undersigned as of the date hereof.

**TSP:**  
**Kapsch TrafficCom AG**

Date: \_\_\_\_\_

By: \_\_\_\_  
Name:  
Title:



**SECTION VI - (Reviewed and recommended by RCTC)**

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

Name: David Thomas

Title: Toll Project Manager

Date: \_\_\_\_\_

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

Name: Michael Blomquist

Title: Toll Project Director

Date: \_\_\_\_\_

**Comments:**

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

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

Date: \_\_\_\_\_  
(the effective date of this Change Order)

**RCTC**  
**RIVERSIDE COUNTY TRANSPORTATION**  
**COMMISSION**

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



**SECTION VIII - (Reviewed by FHWA Project Representative)**

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

FHWA Project Representative

Date: \_\_\_\_\_

**Comments:**

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**ATTACHMENT 1**  
**SR-91 (PHASE 2) PRICE SHEET**

| #                           | Item  | Description  | Unit | Qty | Unit Price     | Total                 |
|-----------------------------|---|--|------|-----|----------------|-----------------------|
| 1                           | Labor – Kapsch                              | Development of System Design, Documentation, Installation, and Testing of SR-91 (Phase 2) Retrofit | Lot  | 1   | \$948,619.00   | \$948,619.00          |
| 2                           | Subcontracts                                | Support of Installation, Gantry Analysis and Modification Design, Maintenance of Traffic           | Lot  | 1   | \$1,141,806.00 | \$1,141,806.00        |
| 3                           | ODCs  | Supporting Costs – Vehicles, Bonding, Lane Closure Fees  | Lot  | 1   | \$71679.00     | \$71679.00            |
| <b>Total System Cost</b>    |   |  |      |     |                | <b>\$2,162,104.00</b> |
| 4a                          | Materials and Equipment – South Gantry      | Materials and System Equipment for Installation of TCS   | Lot  | 1   | \$439,764.00   | \$439,764.00          |
| 4b                          | Materials and Equipment – County-Line VTMS  | Materials and System Equipment for Installation of TCS   | Lot  | 1   | \$124,181.00   | \$124,181.00          |
| 4c                          | Materials and Equipment – Network Equipment | Materials and System Equipment for Installation of TCS   | Lot  | 1   | \$83,237.00    | \$83,237.00           |
| <b>Total Materials Cost</b> |   |  |      |     |                | <b>647,182.00</b>     |
| <b>Total D&amp;D Costs</b>  |   |  |      |     |                | <b>\$2,809,286.00</b> |
|                             |   |  |      |     |                |                       |



**ATTACHMENT 2**  
**ADDITIONAL AND REVISED TECHNICAL PROVISIONS**

**CHANGE #2 – The following provision is added as new Subsection 2.6.2 (and the subsections that follow are renumbered accordingly):**

**“2.6.2 Project Schedule Requirements**

The TSP shall maintain a separate Project Schedule for each of SR-91 (Phase 2) and the ELP Project. The Project Schedules shall include key milestones and interdependencies for the ELP Project and SR-91 (Phase 2).”

**CHANGE #9 – The following provision is added as a new second paragraph to Section 4.6.2 (Installation Drawings):**

“The TSP shall prepare installation drawings for the SR-91 (Phase 2) for review and approval prior to any installation work being performed for SR-91 (Phase 2).”

**CHANGE #10 – The following provision is added as a new paragraph at the end of Subsection 5.1 (General):**

“The TSP shall test SR-91 (Phase 2) per Table 3.

|  | SR 91 (Phase 1) |
|--|-----------------|
| ETC FAT                                | N/A             |
| ETC OFIT                               | N/A             |
| ETC Site Commission                    | x               |
| CSC FAT                                | N/A             |
| CSC Installation                       | N/A             |
| CSC System Commissioning Test          | N/A             |
| TCS Disaster Recovery and Back-Up Test | N/A             |
| TCS Operations Tes                     | x               |
| TCS Acceptance Test                    | As part of ELP  |
| Annual Renewal                         | As part of ELP  |

Table 1 SR-91 (Phase 2) Testing Overview”





**ATTACHMENT 3-A**  
**FORM OF NTP-SR91 (PHASE 1) PERFORMANCE BOND RIDER**

To be attached to and form a part of

Bond No.: \_\_\_\_\_

Type of Bond: \_\_\_\_\_  
Performance Bond

dated \_\_\_\_\_  
effective (Month – Day – Year)

\_\_\_\_\_  
**[Principal]**

and by \_\_\_\_\_, as Surety,

in favor of **Riverside County Transportation Commission**

In consideration of the mutual agreements herein contained Principal and the Surety hereby consent to the following:

**The Bonded Sum is hereby increased in the amount of \$2,809,286.**

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.



This rider is effective \_\_\_\_\_  
(Month – Day – Year)

Signed and Sealed \_\_\_\_\_  
(Month – Day – Year)

By: \_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_  
Attorney-in- Fact



**ATTACHMENT 3-B**  
**FORM OF NTP-SR91 (PHASE 1) PAYMENT BOND RIDER**

To be attached to and form a part of

Bond No.: \_\_\_\_\_

Type of Bond: \_\_\_\_\_  
Payment Bond

dated \_\_\_\_\_  
effective (Month – Day – Year)

\_\_\_\_\_  
**[Principal]**

and by \_\_\_\_\_, as Surety,

in favor of **Riverside County Transportation Commission**

In consideration of the mutual agreements herein contained Principal and the Surety hereby consent to the following:

**The Bonded Sum is hereby increased in the amount of \$2,809,286.**

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.



This rider is effective \_\_\_\_\_  
(Month – Day – Year)

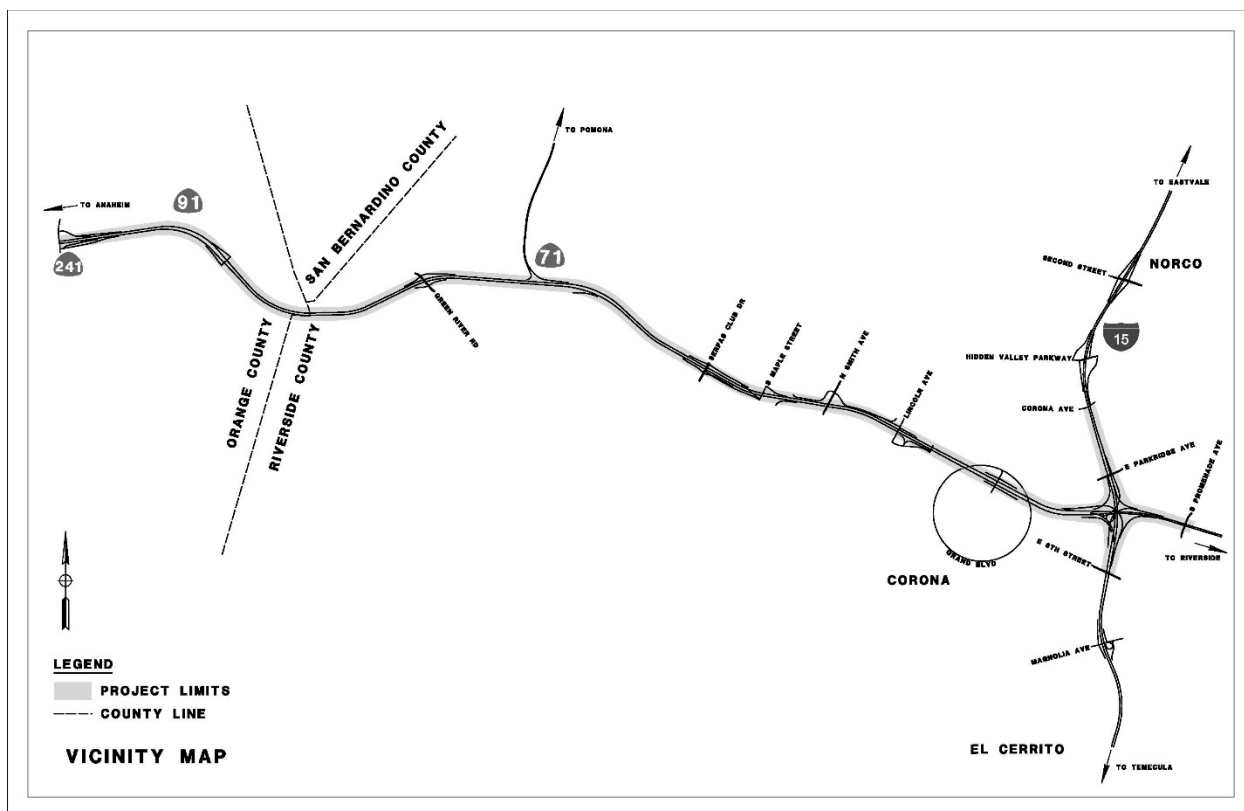
Signed and Sealed \_\_\_\_\_  
(Month – Day – Year)

By: \_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_  
Attorney-in- Fact

### ATTACHMENT 4 SR-91 AND ELC ROW





**ATTACHMENT 5**  
**SR-91 (PHASE 2) REFERENCE DOCUMENTS**

- 1) SR-91 Express Lanes As-Built Drawings
- 2) TSP Change Order #5

# **AGENDA ITEM 8**





**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

|                 |   |
|-----------------|---|
| <b>DATE:</b>    | June 24, 2019   |
| <b>TO:</b>      | Western Riverside County Programs and Projects Committee  |
| <b>FROM:</b>    | David Thomas, Toll Project Manager  |
| <b>THROUGH:</b> | Michael Blomquist, Toll Program Director  |
| <b>SUBJECT:</b> | CEQA Revalidation and Addendum for the Modified State Route 91 Corridor Improvement Project's Express Lane Connector Improvements |

**STAFF RECOMMENDATION:**

This item is for the Committee to:

- 1) Adopt Resolution No. 19-011, *“Resolution of the Riverside County Transportation Commission Adopting an Addendum to the Previously Certified Environmental Impact Report (SCH #2008071075) Pursuant to the California Environmental Quality Act for the State Route 91 Corridor Improvement Project and Approving the Proposed Changes to the Project”*; and
- 2) Forward to the Commission for final action.

**BACKGROUND INFORMATION:**

In November 2012, the Commission adopted Resolution No. 12-028 related to the State Route 91 (SR-91) Corridor Improvement Project (Project) Environmental Impact Report/Environmental Impact Statement (EIR/EIS) and approved the Project. The Project was proposed to be implemented in phases to maximize the use of available funds: (1) the Initial Phase, and (2) the Ultimate Project. Construction of the Initial Phase was substantially completed in March 2017. The Interstate 15/State Route 91 Express Lanes Connector improvement (15/91 ELC) is a component of the Ultimate Project as identified in the EIR/EIS.

The 15/91 ELC will provide a tolled express lanes connector between the existing RCTC 91 Express Lanes and the future 15 Express Lanes to the north of SR-91. A detailed vicinity map of the 15/91 ELC is provided as Attachment 1. The 15/91 ELC involves adding:

- 1) A single-lane tolled express lane connector from the eastbound RCTC 91 Express Lanes to the future northbound 15 Express Lanes that would extend in the median of I-15 to the Hidden Valley Road interchange; and
- 2) A single-lane tolled express lane connector from the future southbound 15 Express Lanes that would extend from the median of I-15 at the Hidden Valley Road interchange and would connect to the westbound RCTC 91 Express Lanes.

In addition, operational improvements are proposed along eastbound SR-91 by extending the eastbound 91 Express Lane to approximately 0.5 mile east of the I-15/SR-91 interchange and widening SR-91 to accommodate extending the outside eastbound general purpose lane from the SR-91 bridge over Arlington Channel to east of Promenade Avenue. A variable toll messaging sign would also be installed on eastbound SR-91 near the Orange/Riverside county line.

At its October 2017 meeting, the Commission approved an overall procurement strategy for all the services and construction needed for the 15/91 ELC. At the same meeting, the Commission also approved Agreement No. 15-31-001-02 with Parsons Transportation Group, Inc. to complete preliminary engineering and environmental documentation for the 15/91 ELC improvement.

The current estimated capital cost of the 15/91 ELC is \$220 million. In 2017, the Commission received \$180 million in funding from Senate Bill 132 to construct the 15/91 ELC. At its January 2019 workshop, the Commission committed to fund the remaining balance with surplus toll revenue from the RCTC 91 Express Lanes. The Commission is also seeking federal funds to build the 15/91 ELC.

### **DISCUSSION:**

#### **Environmental Process**

Since the approval of the EIR/EIS, the preliminary engineering and environmental documentation efforts for the 15/91 ELC have identified minor technical changes or additions to the Project. The findings have been documented in an environmental re-validation form for the Project that was completed in June 2019. The environmental re-validation has identified that there are no new or substantive changes to any of the resources, as identified in the EIR/EIS. Hence, no additional avoidance, minimization, and/or mitigation measures have been identified or are warranted, except for one noise barrier to be constructed. Public circulation of the re-validation document is not required under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). However, a Record of Decision will be filed with the Federal Register to notify the public of the findings of the environmental re-validation documentation. The NEPA/CEQA re-validation form is described as Exhibit A to Resolution No. 19-011 (Attachment 2) and provided as Attachment 3 to this staff report.

#### **The Commission's Role as a Responsible Agency**

In the environmental process, the Project, and consequently the 15/91 ELC component of the Project, is considered a joint undertaking by Caltrans and the Federal Highway Administration and is subject to state and federal environmental review requirements. Project documentation has been prepared in compliance with both CEQA and NEPA. Caltrans is the lead agency under NEPA and CEQA for the Project.

The Commission is considered a responsible agency under CEQA. As a responsible agency, the Commission must comply with CEQA by considering the final environmental re-validation documentation adopted by Caltrans. In reviewing the final environmental re-validation

documentation, the Commission must independently reach its conclusion on whether and how to approve the Project modifications. The Commission should approve the Project in its role as a responsible agency.

Staff and the Commission's consultant team led the preparation of the environmental re-validation document in close coordination with Caltrans. Although no additional measures to minimize harm to the resources within the Project area were identified or warranted for the Project modifications, future avoidance, mitigation and/or minimization measures may be imposed as part of permit requirements to further reduce environmental effects. An updated Environmental Commitment Record for the Project is attached to the resolution as part of Exhibit A under the re-validation form (Attachment 3).

**RECOMMENDATION:**

Staff recommends adoption of Resolution No. 19-011, *"Resolution of the Riverside County Transportation Commission Adopting an Addendum to the Previously Certified Environmental Impact Report (SCH #2008071075) Pursuant to the California Environmental Quality Act for the State Route 91 Corridor Improvement Project and Approving the Proposed Changes to the Project."*

Attachments:

- 1) 15/91 Express Lanes Connector Vicinity Map
- 2) Resolution No. 19-011 – SR-91 CIP CEQA Addendum and Approval of Project Changes
- 3) Exhibit A to Resolution No. 19-011 SR-91 – NEPA/CEQA Re-Validation Form (available on the website)





# I-15 / SR-91 EXPRESS LANES CONNECTOR







**RESOLUTION NO. 19-011**

**RESOLUTION OF THE RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION ADOPTING AN  
ADDENDUM TO THE PREVIOUSLY CERTIFIED  
ENVIRONMENTAL IMPACT REPORT (SCH  
#2008071075) PURSUANT TO THE CALIFORNIA  
ENVIRONMENTAL QUALITY ACT FOR THE STATE  
ROUTE 91 CORRIDOR IMPROVEMENT PROJECT  
AND APPROVING THE PROPOSED CHANGES TO  
THE PROJECT**

**WHEREAS**, the State Route 91 Corridor Improvement Project (Project) is a project to improve mobility in the State Route 91 corridor via capacity, operational, and safety improvements; and

**WHEREAS**, the California Department of Transportation (Caltrans) was the lead agency for the Project under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA); and

**WHEREAS**, in coordination with Caltrans, the Riverside County Transportation Commission (Commission) prepared an environmental impact statement and environmental impact report (EIS/EIR) to analyze the Project's impacts on the environment; and

**WHEREAS**, in August 2012, Caltrans, as lead agency, certified the EIS/EIR, adopted CEQA finding, adopted a mitigation monitoring and reporting program (MMRP), adopted a statement of overriding considerations, and approved the Project; and

**WHEREAS**, in November 2012, the Commission, as a responsible agency under CEQA, considered the EIS/EIR and made similar findings and approvals; and

**WHEREAS**, minor design refinements to the Project have been proposed, namely: the south-to-west connector would connect approximately 45 feet higher to the existing Interstate-15 (I-15)/State Route-91 (SR-91) Bridge No. 56-0817F; the connector bridge has been shortened from one large bridge to three shorter bridge segments; the Main Street East Bound on-ramp is proposed to be realigned approximately 8 feet farther south; the buffer width between East Bound and West Bound SR-91 would be reduced by approximately 7 feet; an additional toll lane would be added on I-15 that extends north of the Hidden Valley Parkway interchange; the existing North Bound off-ramp and existing North Bound on-ramp of the Hidden Valley Parkway interchange would be realigned to the east; and up to 60,000 cubic yards of excavated material removed as part of the Project would be placed in the southeast quadrant of the I-15/SR-91 interchange between SR-91 and the North Bound I-15 to East Bound SR-91 connector ramp (collectively, the Revised Project); 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, Caltrans analyzed all potential environmental effects associated with the Revised Project 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), the Commission determined that an addendum to the EIR should be prepared; and

**WHEREAS**, in collaboration with Caltrans, the Commission prepared an addendum to the EIS/EIR (Addendum); and

**WHEREAS**, on June 14, 2019, Caltrans, as the lead agency, approved and adopted the Addendum to the EIS/EIR and approved the Revised Project; and

**WHEREAS**, in its limited role as responsible agency, this matter came before the Commission at a regularly scheduled public meeting, at which the Commission carefully considered all information pertaining to the Revised Project, including the staff report, the Addendum together with the EIS/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 into this Resolution by reference as findings of fact.

**Section 2. Compliance with the Environmental Quality Act.** In considering the Revised Project, the Commission has considered the EIS/EIR for the Project (State Clearinghouse Number 2008071075), which was certified by the Commission on November 14, 2012, 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 Revised Project and the Project as a whole, the impacts of which were fully addressed and mitigated (to the extent feasible) in the EIS/EIR. The Commission hereby further finds and determines that the Addendum has been completed in compliance with CEQA and the State CEQA Guidelines. The Commission further finds and determines that the 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 Addendum, the Commission finds that an addendum to the EIS/EIR is the appropriate document for disclosing the minor changes and additions that are necessary to the EIS/EIR to account for the Revised Project. 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:

- a) No substantial changes are proposed that would require major revisions of the EIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- b) No substantial changes have occurred with respect to the circumstances under which the Project is undertaken that would require major revisions of the EIS/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) No 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 EIS/EIR was certified shows any of the following: (i) the modifications would have one or more significant effects not discussed in the EIS/EIR; (ii) significant effects previously examined would be substantially more severe than shown in the EIS/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 EIS/EIR would substantially reduce one or more significant effects on the environment, but which the Commission declined to adopt.

**Section 4. Approval of Addendum.** The Commission hereby approves and adopts the Addendum to the EIS/EIR prepared for the Revised Project (attached as Exhibit A).

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

**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 July, 2019.

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Chuck Washington, Chair  
Riverside County Transportation  
Commission

ATTEST:

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Lisa Mobley, Clerk of the Board  
Riverside County Transportation Commission

DRAFT

**Exhibit A**  
**(Addendum to EIR)**

DRAFT



## NEPA/CEQA RE-VALIDATION FORM

|  |   |
|--|---|
| DIST./CO./RTE.                           | 08-RIV-91; 08-RIV-15  |
| PM/PM                                    | ORA-91-R14.43/R18.91; RIV-91-R0.00/R13.04; RIV-15-35.64/45.14   |
| E.A. or Fed-Aid Project No.              | Previous EA 08-0F540 PN 08000000239. New EA 08-0F543 PN 08000000136   |
| Other Project No. (specify)              | Not Applicable  |
| PROJECT TITLE                            | Previously State Route 91 Corridor Improvement Project (SR-91 CIP).<br>Now Interstate 15 / State Route 91 Express Lane Connector (I-15/SR-91 ELC) Project   |
| ENVIRONMENTAL APPROVAL TYPE              | Environmental Impact Report (EIR)/Environmental Impact Statement (EIS)  |
| DATE APPROVED                            | August 2012   |
| REASON FOR CONSULTATION (23 CFR 771.129) | Check reason for consultation:<br><input type="checkbox"/> Project proceeding to next major federal approval<br><input checked="" type="checkbox"/> Change in scope, setting, effects, mitigation measures, requirements<br><input type="checkbox"/> 3-year timeline (EIS only)<br><input type="checkbox"/> N/A (Re-Validation for CEQA only) |
| DESCRIPTION OF CHANGED CONDITIONS        | See the project description for the entire project, and changes in the project design, as follows below.  |

**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: Environmental Branch Chief

Date

Signature: Project Manager/DLAE

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 FINAL EIR)
- The CE is no longer valid. New CE is needed. Yes  No

**CONCURRENCE WITH CEQA CONCLUSION**

I concur with the CEQA conclusion above.

Signature: Environmental Branch Chief

Date

Signature: Project Manager/DLAE

Date

## NEPA/CEQA RE-VALIDATION 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).**

An Environmental Impact Report/Environmental Impact Statement (EIR/EIS) was adopted in 2012 for the State Route (SR) 91 Corridor Improvement Project (SR-91 CIP). The SR-91 CIP Alternative 2f was proposed in several phases to maximize use of available funds and consisted of an Initial Phase and an Ultimate Project. The SR-91 CIP 2012 EIR/EIS analyzed both the Initial Phase and the Ultimate Project phases. The Record of Decision (ROD) was prepared for the Initial Phase. A new ROD will be needed for this project and for future phases.

Construction of the SR-91 CIP Initial Phase was completed under Expenditure Authorization (EA) 08-0F540. The Initial Phase included improvements on SR-91 from approximately the Orange/Riverside county line to the Interstate 15 (I-15) interchange and a single-lane direct connector to and from I-15 south, extending from SR-91 to the Ontario Avenue interchange. Construction of the Initial Phase began in June 2014 and was opened to traffic in March 2017.

Separate projects have been identified below and programmed to incorporate the following remaining improvements of the Ultimate Project by 2035. See Attachment 1 for the Ultimate Project Study Area.

The **Ultimate** Project would provide the following improvements:

#### Eastbound SR-91

- A sixth general purpose (GP) lane would be provided between SR-241 and SR-71. Between SR-241 and Coal Canyon, widening on eastbound (EB) SR-91 is proposed to accommodate the additional lane. Between Coal Canyon and Green River Road, the centerline of SR-91 is proposed to be shifted northward and widening of westbound (WB) SR-91 is proposed to accommodate the additional EB lane.
- The Green River Road EB off- and on-ramps would be widened and realigned to accommodate the **Ultimate** Project.
- Between Green River Road and SR-71, restriping EB SR-91 is proposed to accommodate the additional GP lane.
- From I-15 to Pierce Street, a fourth GP lane would be added by widening EB SR-91 between I-15 and the Pierce Street off-ramp. The EB tolled Express Lane would be extended from I-15 to the McKinley Street interchange by restriping the inside GP lane.
- The McKinley Street EB ramps would be modified to accommodate the widening of SR-91, and additional lanes would be added to the ramps.
- A new collector-distributor road would be constructed, combining the Pierce Street and Magnolia Avenue EB off-ramps into one exit point from SR-91, which is also the termination point of the fourth GP lane addition.

#### Westbound SR-91

- A sixth GP lane would be provided between SR-71 and SR-241. Between Coal Canyon and SR-241, widening on WB SR-91 is proposed to accommodate the additional lane.
- Between Green River Road and Coal Canyon, widening of WB SR-91 is proposed to accommodate the additional lane.
- The Green River Road WB on-ramp would be widened and realigned to accommodate the **Ultimate** Project.
- Between the SR-71 south-west connector to Green River Road, the additional GP lane would be added by restriping. An auxiliary lane would also be added in advance of the Green River Road off-ramp by restriping.
- From Pierce Street to I-15, a fourth GP lane would be added by widening WB SR-91 between the Pierce Street WB on-ramp and I-15. The WB high-occupancy vehicle (HOV) lane would be converted to a tolled Express Lane within these limits.

## NEPA/CEQA RE-VALIDATION FORM

- The McKinley Street WB ramps would be modified to accommodate the widening of SR-91, and an additional lane would be added to the ramps.

### I-15

- A single-lane tolled Express Lane would be constructed in the median in the northbound (NB) and southbound (SB) directions extending from the Ontario Avenue interchange to the Cajalco Road interchange.
- A single-lane tolled Express Lane connector would be provided from EB SR-91 to NB I-15 that would extend in the median of I-15 to the Hidden Valley Road interchange.
- A single-lane tolled Express Lane would be constructed in the median of I-15 that would begin at the Hidden Valley Road interchange and would continue SB as a single-lane Express Lane connector to WB SR-91.

These Ultimate Project improvements have been included in the following four **components**:

1. On SR-91 from SR-241 to SR-71, which would include construction of one GP lane in each direction.
2. On SR-91 from I-15 to Pierce Street, which would include one GP lane in each direction.
3. On I-15 from Ontario Avenue to Cajalco Road, which would include extending the Express Lane access point to Cajalco Road.
4. On I-15 between SR-91 and Hidden Valley Parkway, which would include direct connectors between SR-91 EB to I-15 NB and I-15 SB to SR-91 WB (I-15/SR-91 Express Lane Connector [ELC] Project).

### I-15/SR-91 ELC Project Status

The I-15/SR-91 ELC Project is the first of the Ultimate Project phases that is to be examined in this re-validation under EA 08-0F543. See Attachment 2 for the ELC Project Study Area. **As previously analyzed in the SR-91 CIP Final EIR/EIS, this component** involves adding: (1) a single-lane tolled Express Lane connector from the EB SR-91 Express Lanes to the NB I-15 Express Lanes that would extend in the median of I-15 to the Hidden Valley Road interchange; and (2) a single-lane tolled Express Lane in the median of I-15 that would begin at the Hidden Valley Road interchange and would continue SB as a single Express Lane connector to the WB SR-91 Express Lanes. In addition, operational improvements are proposed along EB SR-91 by extending the EB Express Lane to approximately 0.5 mile east of the I-15/SR-91 interchange and widening EB SR-91 to accommodate extending the #4 GP lane from the SR-91 bridge over Arlington Channel to east of Promenade Avenue. A variable toll messaging sign (VTMS) would be installed on EB SR-91 near the Orange/Riverside county line.

### I-15/SR-91 ELC Project Design Changes

The I-15/SR-91 ELC Project is consistent with the project features identified in the SR-91 CIP Final EIR/EIS, except for the following design changes:

#### Separated Connectors

The design of the I-15 south-to-SR-91 west and the SR-91 east-to-I-15 north connectors was changed so each of the connectors would have an independent alignment. The design changes include the following changes:

- The south-to-west connector would connect approximately 45 feet higher to the existing (constructed as part of the Initial Phase) I-15/SR-91 ELC (Bridge No. 56-0817F). The previous design was approximately 45 feet lower and connected to the existing Temescal Wash bridge. The profile of this connector is now approximately 30 feet over the existing north-to-west connector bridge. The previous design was approximately 15 feet below the existing north-to-west connector bridge.
- The east-to-north connector profile generally follows the profile analyzed in the Final EIR/EIS; however, the connector bridge has been shortened from one large bridge to three shorter bridge segments by implementing 30-foot-high retaining wall structures with fill material below the roadway instead of the roadway being placed on more costly bridge structures.

#### Barrier Separation

To make room for the additional buffer required for the toll facility and to provide standard shoulder widths along EB SR-91, the Main Street EB on-ramp is proposed to be realigned approximately 8 feet

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farther south. Also, as a result, the buffer width between EB and WB SR-91 would be reduced by approximately 7 feet.

### **Toll Lane Improvements**

An additional toll lane would be added on I-15 that extends north of the Hidden Valley Parkway interchange. To accommodate this additional toll lane, the existing NB off-ramp and existing NB on-ramp of the Hidden Valley Parkway interchange would be realigned to the east.

### **Soundwall**

Soundwalls in the SR-91 CIP Final EIR/EIS were assessed and finalized. As part of final design, one soundwall required minor changes from what was presented in the Final EIR/EIS. This soundwall, described below, would not affect the outcome decisions made in the Final EIR/EIS and would still be considered reasonable and feasible.

*Soundwall SW2192:* Soundwall SW2192 would be approximately 90 feet long and located within private property in the northeast quadrant of the I-15/SR-91 interchange. See Attachment 3 for the location of the soundwall. Two easements would be required: a temporary construction easement (TCE) that would be 161 feet long and roughly 15 feet wide, and a footing easement that would be 110 feet long and 5 feet wide to protect the footing in perpetuity to ensure no one structurally damages the wall. Soundwall SW2192 would be **constructed out of lexan/concrete**.

### ***Changes in environmental setting (e.g., new development affecting traffic or air quality).***

**To the extent the environmental setting has changed, it is the result of** design changes that occurred during the Initial Phase that were addressed in previous re-validations of the EIR/EIS. **The changes** did not result in any substantial impacts to the environment. Attachment 4 provides a summary of the previous re-validations for the Initial Phase.

### ***Changes in environmental circumstances (e.g., a new law or regulation, change in the status of a listed species).***

The following are changes in environmental circumstances from what was previously analyzed in the Final EIR/EIS:

#### **Hazardous Materials/Waste**

The governing regulatory guidance for conducting initial site assessments (ISA)/hazardous materials/hazardous waste assessments at the time the Phase I ISA was conducted for the Final EIR/EIS was the American Standards for Testing and Materials (ASTM) E 1527-05, Standard Practice for Environmental Site Assessments: Phase 1 Environmental Site Assessment Process. The regulatory guidance has since been updated to the current ASTM E 1527-13. The major changes in the current version are discussed below:

**Recognized Environmental Conditions (REC)** – The revised Standard simplifies the definition of an REC to be “a release, a likely release, or a material threat of a release of hazardous substances to the environment and property.” A Historical Recognized Environmental Condition (HREC) now refers only to “historic releases which have been remediated to the satisfaction of regulatory authorities for unrestricted use,” therefore limiting an HREC to past releases that do not subject the property to any use restrictions, activity and use limitations (AULs), or other engineering or institutional controls. An HREC is no longer considered an REC. Finally, a new term was introduced: Controlled Recognized Environmental Conditions (CRECs). This term describes “releases that have been addressed to the satisfaction of regulatory authorities, but from which residual contamination has been permitted to remain in place subject to the implementation of use restrictions, AULs, or other institutional or engineering controls on the subject property.” A CREC is an REC and must be identified as such in the conclusions section of the Phase I report.

**Vapor Migration** – The potential for vapor migration, including vapor that migrates in the subsurface, must be considered in the Phase I report.

**Agency File Reviews** – If a relevant property appears on a federal, state, or tribal record, the new Standard requires a review of “pertinent regulatory files and/or records associated with the listing.” The environmental professional can exercise discretion when mandating a review but must document the



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reasons why a review was not conducted if a document review is deemed unnecessary.

An ISA Addendum was prepared and approved in October 2018 to update the information related to the I-15/SR-91 ELC Project site and accommodate changes with the toll lane improvements.

### Air Quality

The governing regulatory guidance for conducting project air quality analysis in 2010 was the Clean Air Act Amendments (CAAA) of 1990. The United States Environmental Protection Agency (EPA) reviews the most up-to-date scientific information and the existing ambient standards for each pollutant every 5 years and obtains advice from the Clean Air Scientific Advisory Committee (CASAC) on each review. Based on these, EPA applies consideration to revise the National Ambient Air Quality Standards (NAAQS) accordingly. The changes and adjustments to the NAAQS, especially those that occurred since approval of the project's 2012 Final EIR/EIS, include the following:

1. The 8-hour ozone (O<sub>3</sub>) standard of 0.075 parts per million (ppm) was established in 2008. On March 12, 2008, EPA promulgated attainment designations based on the 8-hour O<sub>3</sub> standard. On October 1, 2015, EPA strengthened the 8-hour O<sub>3</sub> NAAQS based on new scientific evidence regarding the effects of ground-level O<sub>3</sub> on public health and the environment. The new 8-hour O<sub>3</sub> NAAQS standard (primary and secondary) is 0.070 ppm. The area designation/classification based on the new standard passed Final rule on March 1, 2018, and attainment demonstration plans in the State Implementation Plan (SIP) will be due by late 2019.

EPA revised the air quality standards for particle pollution in 2012. The new revisions became effective on January 15, 2015, and include the following:

1. The annual particulate matter less than 2.5 microns in diameter (PM<sub>2.5</sub>) standard, for primary and secondary, was strengthened from the 2006 level of 15 micrograms per cubic meter (µg/m<sup>3</sup>) to 12.0 µg/m<sup>3</sup> (primary) and 15.0 µg/m<sup>3</sup> (secondary); the 24-hour standard of 35 µg/m<sup>3</sup> was retained.
2. The 24-hour particulate matter less than 10 microns in diameter (PM<sub>10</sub>) standard of 150 µg/m<sup>3</sup> was retained.

Since approval of the Final EIR/EIS, the Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS) and Federal Transportation Improvement Program (FTIP) have been updated (2016-2040 RTP/SCS and 2017 FTIP).

In June 2018, the Federal Highway Administration (FHWA) confirmed that the previously issued Project-Level Conformity Determination for the SR-91 CIP remains valid for obtaining the ROD for the I-15/SR-91 ELC Project. Consistent with 40 *Code of Federal Regulations* (CFR) 93.104d, the I-15/SR-91 revised ELC Project does not prompt any of the three triggers that would require a redetermination of conformity:

1. **The project design concept and scope have not changed:**  
In February 2018, California Department of Transportation (Caltrans) District 8 Traffic Planning determined that the I-15/SR-91 ELC improvements were consistent with the SR-91 CIP and that no revisions to the Traffic Operational Analysis Report are required.
2. **No 3-year lapse in major steps to advance the project:**  
The SR-91 CIP Initial Phase was opened to traffic in March 2017. The environmental permits are still open, and plant establishment and warranty repair work is ongoing. The project is active.
3. **The I-15/SR-91 ELC Project does not necessitate performing a supplemental environmental document for air quality purposes.**

The description of the project in the 2012 RTP is as follows: Project ID No. RIV071250; Description: **Phase 1:** On SR-91/I-15: SR91 – Construct 1 mixed flow lane (SR-71 through I-15)/1 aux lane at various locations (SR-241 through Pierce) (OC PM 14.43-18.91), CD system (2/3/4 lanes from Main Street to I-15), 1 toll express lane (TEL) and convert HOV to TEL in each direction (OC to I-15); I-15 – construct TEL median direct connector NB I-15 to WB SR-91 and EB SR-91 to SB I-15, 1 TEL in each direction (SR-91 direct connector – Ontario Interchange) (I-15 PM 37.56-42.94). **Phase 2:** on SR-91/I-15: SR91 – Add 1 mixed flow lane in each direction (SR241 – SR71)(I15 – Pierce); I15 – add toll express lane (TEL) median direct connector (SB15 to WB91 & EB91 to NB15), 1 TEL each direction from Hidden Valley –SR-91 direct connector and from Ontario Interchange to Cajalco Interchange.

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Therefore, since the approved RTP description matches the proposed work, no further air quality analysis was required for the I-15/SR-91 ELC Project.

### **Noise**

The base cost allowance for noise abatement reasonableness and feasibility was \$55,000 at the time of the Final EIR/EIS. The 2019 base cost analysis is now \$107,000 per benefited receptor.

A Supplemental Noise Study Report (NSR) and Supplemental Noise Abatement Decision Report (NADR) were completed for the I-15/SR-91 ELC Project and approved in June 2019. These analyses used \$107,000 per benefited receptor.

### **Biology**

The California Natural Diversity Data Base (CNDDB); Information, Planning and Conservation System (IPaC); and the (NMFS) databases were accessed to obtain updated species lists to determine whether there were changes to the species listed in the Final EIR/EIS. The updated IPaC and NMFS database searches are included in Attachments 5 and 6. Since approval (May 2010) of the *Natural Environment Study* (NES), three additional special-status species were identified as having potential to occur within the Biological Study Area (BSA): Santa Monica dudleya (*Dudleya cymosa* ssp. *ovatifolia*), arroyo chub (*Gila orcuttii*), and yellow rail (*Coturnicops noveboracensis*). A Supplemental NES was approved in May 2019.

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

**There are no new or substantive changes for the following resource areas, as identified in the SR-91 CIP Final EIR/EIS.**

#### **3.1 – Land Use**

Separation of the connectors, changes to the barrier separation, and improvements to the toll lanes would not result in any new/changed or substantial impacts to land use. These design changes do not result in changes to zoning, and land use remains consistent with the Riverside County General Plan. Therefore, the I-15/SR-91 ELC Project would be consistent with what was analyzed in the SR-91 CIP Final EIR/EIS. No new avoidance, minimization, and mitigation measures (AMMs) are required.

#### **3.2 – Growth**

Separation of the connectors, changes to the barrier separation, and improvements to the toll lanes would not result in any new/changed or substantial impacts to growth. The I-15/SR-91 ELC Project would not foster economic or population growth. Therefore, the I-15/SR-91 ELC Project would be consistent with what was analyzed in the SR-91 CIP Final EIR/EIS. No new AMMs are required.

#### **3.3 – Farmlands/Timberlands**

Separation of the connectors, changes to the barrier separation, and improvements to the toll lanes would not result in substantial impacts to Farmlands of Local Importance and Timberlands. While there is an area of Farmland of Local Importance located within the project study area in the southeast quadrant of the I-15/SR-91 interchange, the identified farmland is located outside the I-15/SR-91 ELC Project footprint. Therefore, the I-15/SR-91 ELC Project would be consistent with what was analyzed in the SR-91 CIP Final EIR/EIS. No new AMMs are required.

#### **3.4 – Community Impacts**

Separation of the connectors, changes to the barrier separation, and improvements to the toll lanes would not result in any new/changed or substantial impacts to the community. No minority or low-income populations that would be adversely affected by the proposed project have been identified. Therefore, this project is not subject to the provisions of Executive Order 12898. Additionally, the current use of the project location is an interchange. The proposed improvements do not change the existing use; therefore, the project would not affect community character and cohesion. No acquisitions are required for the project; therefore, no relocations would occur. Therefore, the I-15/SR-91 ELC Project would be consistent with what was analyzed in the SR-91 CIP Final EIR/EIS. No new AMMs are required.

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### **3.5 – Utilities/Emergency Services**

Separation of the connectors, changes to the barrier separation, and improvements to the toll lanes would not result in any new/changed substantial impacts to utilities/emergency services. Any additional utilities relocations resulting from separation of the connectors, changes to the barrier separation, or improvements to the toll lanes would be coordinated with the utility companies and emergency service providers to reduce disruptions to service. Therefore, the I-15/SR-91 ELC Project would be consistent with what was analyzed in the SR-91 CIP Final EIR/EIS. No new AMMs are required.

### **3.6 – Traffic and Transportation/Pedestrian and Bicycle Facilities**

Separation of the connectors, changes to the barrier separation, and improvements to the toll lanes would not result in any new/changed substantial impacts to traffic and transportation/pedestrian and bicycle facilities. These changes in design are anticipated to improve traffic and transportation within the project area. The I-15/SR-91 ELC Project would be consistent with the traffic and transportation analysis in the Final EIR/EIS. Therefore, no new AMMs would be required.

### **3.8 – Cultural Resources**

No cultural resources were identified in the Historic Property Survey Report (HPSR) within the revised I-15/SR-91 ELC Project area. Therefore, the design changes for the I-15/SR-91 ELC Project, separation of the connectors, changes to the barrier separation, and improvements to the toll lanes would not result in any new/changed substantial impacts to cultural resources and would not result in any historic properties being affected. Therefore, the I-15/SR-91 ELC Project would be consistent with what was analyzed in the SR-91 CIP Final EIR/EIS. No new AMMs are required.

### **3.9 – Hydrology and Floodplains**

Separation of the connectors, changes to the barrier separation, and improvements to the toll lanes would not result in any new/changed substantial impacts to hydrology. The project is located within a 100-year base floodplain but would not result in a significant encroachment in the 100-year floodplain. Therefore, the I-15/SR-91 ELC Project would be consistent with what was analyzed in the SR-91 CIP Final EIR/EIS. No new AMMs are required.

### **3.10 – Water Quality and Stormwater Runoff**

Separation of the connectors, changes to the barrier separation, and improvements to the toll lanes would not result in any new/changed substantial impacts to water quality and stormwater runoff analysis. These improvements are in compliance with all federal, state, and local water quality policies. Therefore, the I-15/SR-91 ELC Project would be consistent with what was analyzed in the SR-91 CIP Final EIR/EIS. No new AMMs are required.

### **3.11 – Geology/Soils/Seismic/Topography**

Project design would follow all required building codes. Separation of the connectors, changes to the barrier separation, and improvements to the toll lanes would not result in any new/changed substantial impacts to geology, soils, seismic, and topography. Therefore, the I-15/SR-91 ELC Project would be consistent with what was analyzed in the SR-91 CIP Final EIR/EIS. No new AMMs are required.

### **3.12 – Paleontology**

The project is located in a mix of high and low paleontological sensitivity areas, and AMMs to reduce impacts to paleontological resources were already identified in the SR-91 CIP Final EIR/EIS. Separation of the connectors, changes to the barrier separation, and improvements to the toll lanes would not result in any new/changed substantial impacts to paleontological resources from those previously analyzed in the SR-91 CIP Final EIR/EIS. Therefore, the I-15/SR-91 ELC Project would be consistent with what was analyzed in the SR-91 CIP Final EIR/EIS. No new AMMs are required.

### **3.14 – Air Quality**

Confirmation from FHWA was received in June 2018 that the previously issued Project-Level Conformity Determination for the SR-91 CIP remains valid for obtaining the ROD for the I-15/SR-91 ELC Project because the project conforms with 40 CFR 93.04d: the project design concept and scope have not changed, there has not been a 3-year lapse in major steps to advance the project, and the I-15/SR-91 ELC Project is not performing a supplemental environmental document for air quality purposes. The

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I-15/SR-91 ELC Project would be consistent with the air quality analysis in the Final EIR/EIS. Therefore, no new AMMs are required.

### **3.16 – Energy**

Separation of the connectors, changes to the barrier separation, and improvements to the toll lanes would not result in any new/changed substantial impacts to energy resources. **The project changes would use energy-efficient lighting; therefore, the project would not produce inefficient, wasteful, or unnecessary energy consumption.** Therefore, the I-15/SR-91 ELC Project would be consistent with what was analyzed in the SR-91 CIP Final EIR/EIS. No new AMMs are required.

### **3.23 – Relationship between Local Short-Term Uses of the Human Environment and the Maintenance and Enhancement of Long-Term Productivity**

The I-15/SR-91 ELC Project would not change the outcome of what was determined and addressed in Section 3.23 of the Final EIR/EIS.

### **3.24 – Irreversible and Irretrievable Commitments of Resources that would be Involved in the Proposed Project**

The I-15/SR-91 ELC Project would not change the outcome of what was determined and addressed in Section 3.24 of the Final EIR/EIS.

### **3.25 – Cumulative Impacts**

The I-15/SR-91 ELC Project would not change the cumulative impacts as identified in the Final EIR/EIS.

**While the following resources did require additional technical studies, there are no substantive changes for these resources, as identified in the SR-91 CIP Final EIR/EIS.**

### **3.7 – Visual/Aesthetics**

Since approval of the Final EIR/EIS, design changes, consisting of the addition of two direct connectors and the lower profile of the EB to NB connector, have been incorporated into the I-15/SR-91 ELC that have resulted in visual changes. These changes were analyzed in a *Scenic Resource Evaluation and Visual Impact Assessment Addendum of State Route 91 Corridor Improvement Project*. The addendum was approved in December 2018.

New visual simulations were prepared to display the potential changes associated with the I-15/SR-91 ELC Project and can be found in Attachment 7. The addendum also analyzed the proposed mitigation associated with the changes to the visual environment of the study area. The analysis confirmed that the new changes associated with the I-15/SR-91 ELC Project are not anticipated to result in changes to visual resources beyond what was identified in the 2010 Visual Impact Assessment and analyzed in the Final EIR/EIS. No additional impacts were identified, and no new AMMs are recommended.

### **3.13 – Hazardous Waste/Materials**

Since approval of the Final EIR/EIS, project limits expanded by adding a toll lane on I-15 that extends north of the Hidden Valley Parkway interchange, which required updated information about potential hazardous material/waste sites that could affect the project site. Impacts from these changes were analyzed in the ISA Addendum approved in October 2018. Addendum activities conducted include identification of contaminated properties on or adjacent to the project site, review of historical records of releases adjacent to or on the project site, identification of other environmental issues that may exist on or near the project site, and other potential environmental issues that may affect Caltrans and/or other project proponent's ability to construct, operate, and maintain the proposed project.

The ISA Addendum did not reveal any additional RECs in connection with the project beyond those identified and analyzed in the Final EIR/EIS for hazardous materials/waste. No additional AMMs beyond those identified in the Final EIR/EIS were recommended.

### **3.15 – Noise**

A Supplemental NSR and Supplemental NADR were approved in **June 2019** to support the re-validation. As mentioned in the "*Changes in Environmental Circumstances*" section of this re-validation, the base cost allowance for noise abatement reasonableness and feasibility increased from \$55,000 to \$107,000 per benefited receptor since the time of the Final IS/ER. The previous soundwalls were assessed and determined to meet the earlier base cost allowance. The soundwall as part of project final

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design changes would not affect the outcome decisions and **would/would not** still be considered reasonable and feasible.

**Soundwall SW2192:** Soundwall SW2192 would be approximately 90 feet long and located within private property in the northeast quadrant of the SR-91/I-15 interchange. See Attachment 3 for the location of the soundwall. Traffic noise impacts would occur at the frequent outdoor use areas of two single-family residences located along Cresta Road, north of SR-91 and east of I-15. Results of the barrier analysis concluded that a soundwall with heights ranging from 8 to 10 feet would be needed to provide feasible abatement of traffic noise of 5 decibels (dB) for the two impacted receptors and satisfy the 7-dB design goal.

The estimated total construction cost was calculated to be \$187,356, and two benefited single-family residences would have provided a total reasonableness cost allowance of \$214,000; therefore, this soundwall was considered reasonable in terms of cost, and it was recommended to be **constructed out of lexan/concrete** with heights ranging from 8 to 10 feet.

Soundwall SW2192 was **later removed/confirmed from/for further consideration/construction** based on completion of the residential viewpoint survey. Properties along the soundwall that would receive 5 dB or more noise reduction were identified for the survey. However, Soundwall SW2192 would be located on private property of just one of the two benefited residences. Per the Protocol, 100 percent of the owners of the private property upon which noise abatement is to be placed must support the proposed abatement. Therefore, one (1) letter was sent in total. If no response is received from a property owner, their vote would be considered a "no" vote. Letters that are unclaimed or refused are removed from the consideration equation. Soundwall SW2192 received **1** "yes" vote, **0** "no" votes, **0** unclaimed/refused letters, and **0** non-responses. Therefore, the total number surveyed was **1**. Per the protocol, 100 percent of the owners of the property upon which the abatement would be placed **did/did not** support the proposed abatement. Therefore, Soundwall SW2192 **is/is no longer** considered reasonable from the viewpoint of the benefited receptors.

### **Biological Resources (3.17 – Natural Communities, 3.22 – Invasive Species)**

Since approval of the Final EIR/EIS, design changes have been incorporated into the I-15/SR-91 ELC Project's final design. The potential impacts of these changes, as well as the potential project impacts due to changes in the affected biological environment, were analyzed in a Supplemental NES that was approved in May 2019. To complete the analysis of the biological environment for the Supplemental NES, habitat assessment site visits were conducted; new species lists from the United States Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), and National Oceanic and Atmospheric Administration (NOAA) were obtained; and a review was conducted of the *Final Jurisdictional Delineation Report* approved in November 2009.

New species lists (see Attachments 5 and 6) were obtained to update the occurrence of flora and fauna in the project area. The IPaC planning tool was used to obtain a species list from USFWS. One species, Santa Monica Mountains dudleya (*Dudleya cymosa* ssp. *ovatifolia*), was not previously identified in the approved May 2010 NES. The CNDDDB was used to obtain a CDFW species list. Two species, arroyo chub (*Gila orcuttii*) and yellow rail (*Coturnicops noveboracensis*), were not previously identified in the approved May 2010 NES. The NMFS was used to obtain NOAA species lists of endangered or threatened species and critical habitat in California. No new species were identified from this database search.

No suitable habitat for the Santa Monica Mountains dudleya was observed during focused surveys conducted in 2008 or 2014 nor during the 2018 site visits. Additionally, no species were observed during the March 9, 19, or April 11, 2018, site visits. The lack of suitable habitat and absence of the Santa Monica Mountains dudleya during the site visits results in a no effect finding for the species. According to the database search results, no suitable habitat occurs within the project study area for the arroyo chub or the yellow rail, which results in a no effect finding for both species.

The I-15/SR-91 ELC would result in temporary impacts to 1.56 acres of United States Army Corps of Engineers (USACE) non-wetland jurisdictional features and 0.01 acre of permanent impacts to USACE non-wetland jurisdictional features. No USACE wetlands would be impacted for project development.

The I-15/SR-15 ELC would result in temporary impacts to 1.69 acres of CDFW and Regional Water Quality Control Board (RWQCB) jurisdictional features and 0.02 acre of permanent impacts to CDFW and RWQCB jurisdictional features. See Attachment 8 for figures of impacts to CDFW/RWQCB waters. Project development would not impact CDFW riparian habitat. Authorization under Section 404 of the Clean Water Act (CWA) Nationwide Permit and Water Quality Certification under Section 401 of the



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CWA (and a Porter- Cologne Water Quality Control Act permit for impacts on state waters only), and a CDFW 1602 Streambed Alteration Agreement would be required.

According to the analysis in the Supplemental NES, the project would implement the AMMs as included in the previously approved NES and the Final EIR/EIS. The analysis shows that the project, including the design changes, would result in minimal changes to the biological environment, and the AMMs included in the previously approved NES and Final EIR/EIS would suffice to mitigate these minimal changes without the need for new mitigation measures; therefore, no new mitigation measures have been recommended.

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

Since approval of the Final EIR/EIS, the Initial Phase of the SR-91 CIP has been constructed. Attachment 9 contains the Environmental Commitments Record (ECR) for the Initial Phase, which includes all measures committed to in the Final EIR/EIS. This ECR also includes the additional AMMs required as a result of the design changes analyzed in the various re-validations completed during design and construction of the Initial Phase of the SR-91 CIP.

***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.***

One commitment from the SR-91 CIP Initial Phase ECR, V-2: Highway Planting, concerned replacement tree plantings. Since the closeout of the SR-91 CIP Initial Phase ECR, this measure was deferred in a re-validation of the SR-91 CIP to the I-15 Express Lanes Project (ELP) (EA 0J0800) through a re-validation of the ELP. All tree replacement plantings have been satisfied for the Ultimate Project. For this reason, commitment V-2 has been removed from the Ultimate Project ECR.

No additional AMMs were identified during analysis of the I-15/SR-91 ELC Project. Attachment 10 contains the ECR, which will be applicable to all projects constituting the Ultimate Project, including the I-15/SR-91 ELC Project.

# **ATTACHMENT 1**

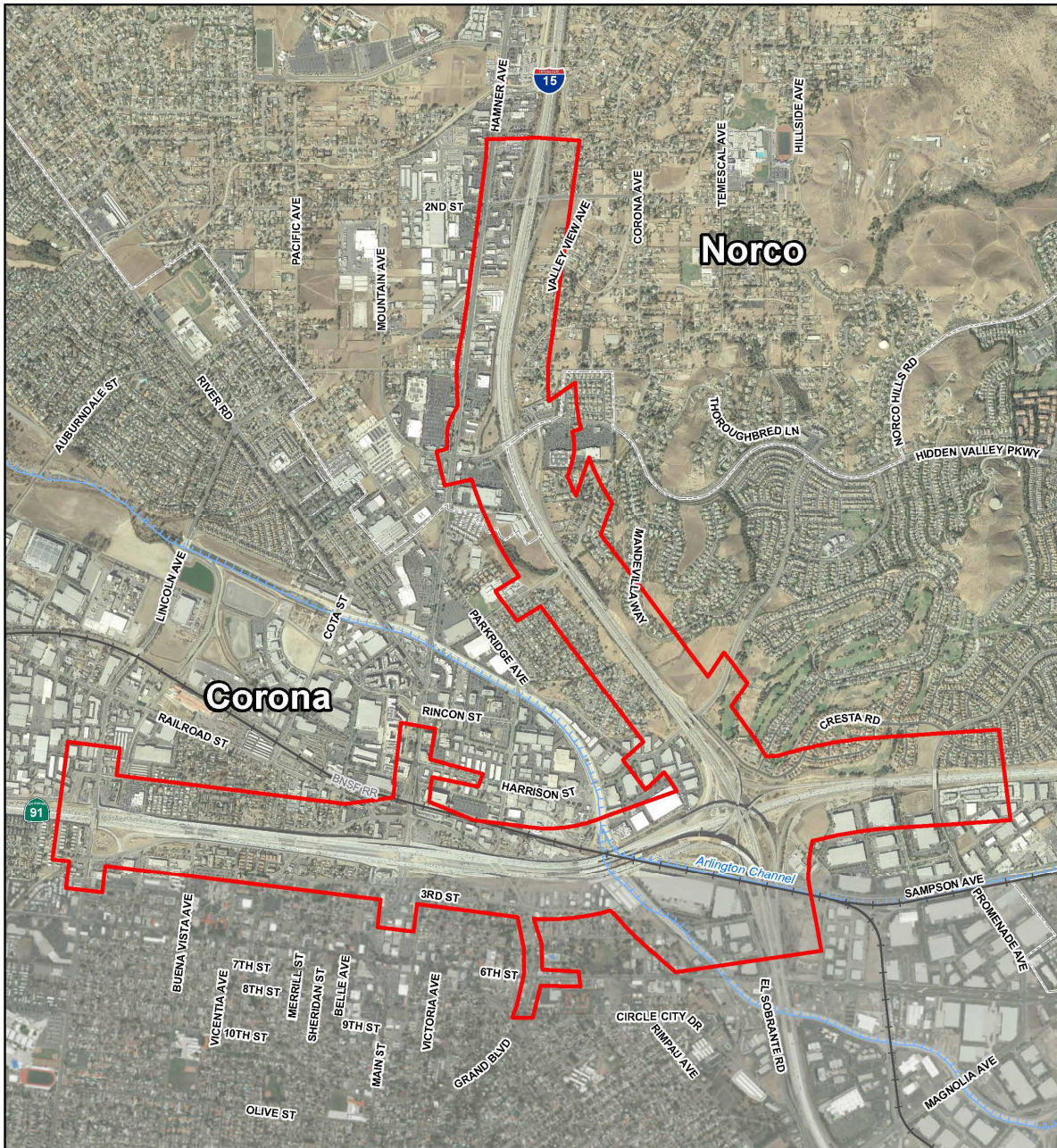
## **Ultimate Project Study Area**





# **ATTACHMENT 2**

## **ELC Project Study Area**

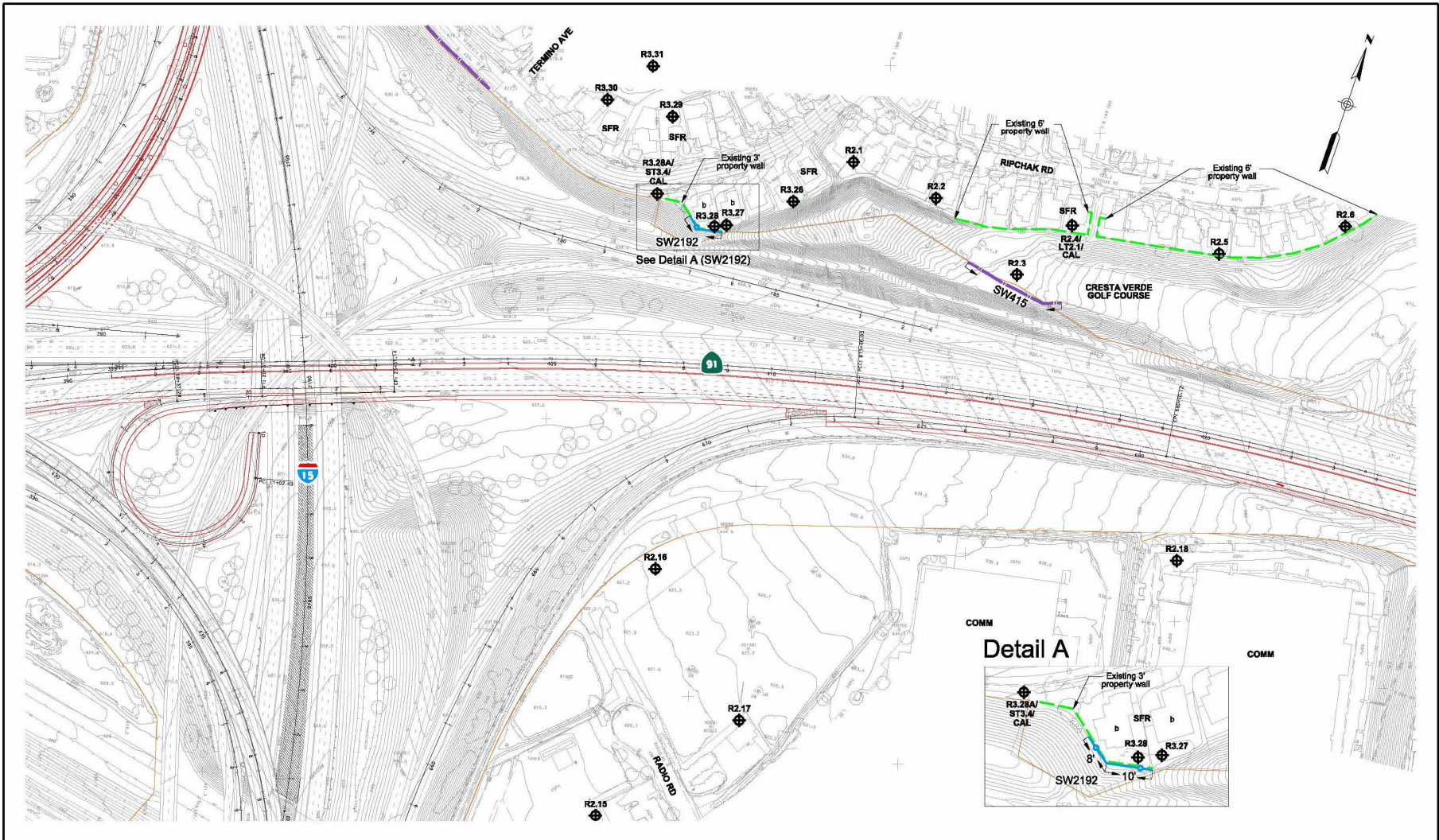


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|---|--|--|--|
|   | <ul style="list-style-type: none"> <li><span style="border: 2px solid red; display: inline-block; width: 15px; height: 10px; margin-right: 5px;"></span> ELC Project Study Area</li> <li><span style="border-bottom: 2px dashed blue; width: 15px; margin-right: 5px;"></span> Channel / Wash</li> <li><span style="border-bottom: 2px solid black; width: 15px; margin-right: 5px;"></span> Railroads</li> <li><span style="border: 1px solid black; display: inline-block; width: 15px; height: 10px; margin-right: 5px;"></span> City Boundary</li> </ul> |  | <p><b>I-15 / SR 91<br/>Express Lanes Connector</b></p>           |
| <p><b>PARSONS</b></p>   |  |  | <p>I-15: PM 41.5/43.4<br/>SR-91: PM 6.6/8.1<br/>EA: 08-0F543</p> |
| <p>Source: ESRI, Parsons, 2017, 2018.<br/>Map Updated: 12/20/2018</p> |  |  | <p><b>ELC Project<br/>Study Area</b></p>                         |

# **ATTACHMENT 3**

## **Soundwall Location**





|  |  |  |                     |  |   |
|--|--|--|---------------------|--|---|
| <p><b>LEGEND</b></p> <ul style="list-style-type: none"> <li>⊕ R<sub>xx</sub> - RECEIVER SITE</li> <li>⊕ ST<sub>xx</sub> - SHORT-TERM MEASUREMENT</li> <li>⊕ LT<sub>xx</sub> - LONG-TERM MEASUREMENT</li> </ul> | <ul style="list-style-type: none"> <li>SFR - SINGLE-FAMILY RESIDENCE</li> <li>MFR - MULTI-FAMILY RESIDENCE</li> <li>COMM - COMMERCIAL</li> <li>b - BENEFITED RECEPTOR</li> </ul> | <ul style="list-style-type: none"> <li>— EXISTING SOUNDWALL</li> <li>- - - PROPOSED SOUNDWALL</li> <li>- - - ANALYZED SOUNDWALL</li> <li>- - - EXISTING PROPERTY WALL</li> </ul> | <p>1 in : 200ft</p> | <p><b>PARSONS</b><br/>         100 WEST WALNUT ST.<br/>         PASADENA, CA 91124<br/>         (626) 440-6100</p> | <p>I-15/SR-91 EXPRESS LANES CONNECTOR<br/>         NOISE RECEIVER &amp; BARRIER LOCATIONS</p> <p>MAY 13, 2019 <span style="float: right;">FIGURE D-5</span></p> |
|--|--|--|---------------------|--|---|

**ATTACHMENT 4**  
**SR-91 CIP Final EIR/EIS Initial Phase**  
**Re-validations**

| Reval # | Reason for Revalidation   | Avoidance, Minimization, and/or Mitigation Measures Added, Deleted, or Revised |
|---------|---|--|
| 1.      | <p><b><u>Design Change #1</u></b><br/> <i>Horizontal Alignment</i></p> <ul style="list-style-type: none"> <li>Shift the Serfas Club Drive alignment approximately 6 degrees to accommodate a right-turn pocket from northbound (NB) Serfas Club Drive to eastbound (EB) Pine Crest Drive, avoid right-of-way (ROW) impacts to Assessor's Parcel Number (APN) #102 -113-001, and accommodate a driveway from APN #102-050-002 (Arco/McDonald's) to Serfas Club Drive. The change addresses City of Corona and County of Riverside concerns of proposed intersections leading to traffic circulation issues.</li> </ul> <p><i>ROW</i></p> <ul style="list-style-type: none"> <li>Chevron Station at APN #102-091-020 to be protected in place instead of acquired (as originally reported in the Final Environmental Impact Report [EIR]/Environmental Impact Statement [EIS]).</li> <li>Arco/McDonalds at APN #102-050-002 to be reconfigured to provide a driveway. Acquisition of this property not required.</li> <li>Acquisition of a currently vacant parcel (site of a former golf course) at Serfas Club Drive/Pine Crest Drive (APN #102-050-012).</li> <li>The change would address City of Corona concerns regarding the tax revenue loss from acquisition of the Chevron Station.</li> </ul> <p><i>Slope-Fill Work</i></p> <ul style="list-style-type: none"> <li>Implement slope-fill work to correct differences in elevation between the roadway improvements at Serfas Club Drive and adjacent parcel APN #102-050-003. The change is required as a result of the change in horizontal alignment of Serfas Club Drive.</li> </ul> <p><i>Traffic Signal Synchronization</i></p> <ul style="list-style-type: none"> <li>Frontage Road/Serfas Club Drive traffic signal synchronized with Pine Crest Drive/Serfas Club Drive signal to accommodate right-turn pocket from NB Serfas Club Drive to EB Pine Crest Drive. The change is required to address City of Corona and County of Riverside concerns of proposed intersections leading to traffic circulation issues.</li> </ul> <p><b><u>Design Change #2</u></b><br/> <i>Traffic Signal Installation</i></p> <ul style="list-style-type: none"> <li>Install new traffic signal at Corona Town Center and Lincoln Avenue to facilitate right-turn movements onto NB Lincoln Avenue from Corona Town Center and for left-turn movements from southbound (SB) Lincoln Avenue onto Corona Town Center.</li> <li>The change is required as ROW mitigation for impacts to parking lot access at Corona Town Center.</li> </ul> <p><b><u>Design Changes #3-#6</u></b></p> | N/A  |

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|         | <p><i>California Highway Patrol (CHP) Turn-Around Facilities within the Existing Median</i></p> <ul style="list-style-type: none"> <li>• Redesign of CHP turn-around based on revised State Route (SR) 91 median geometry, at SR-91 near western limits of project.</li> <li>• Minor realignment of EB SR-91 near the proposed SR-91/SR-71 toll facilities to allow sufficient horizontal clearances for a CHP turn-around area.</li> <li>• Modification of median barriers under the SR-91 to Interstate 15 (1-15) flyover structure to allow room for a CHP turn-around.</li> <li>• Modification of median barriers along 1-15 between the Magnolia Boulevard and Ontario Avenue interchanges to allow room for a CHP turn-around.</li> <li>• CHP turn-around areas are a requirement for the enforcement component of Express Toll Lanes.</li> </ul> <p><b><u>Design Change #7</u></b><br/><i>Horizontal Alignment</i></p> <ul style="list-style-type: none"> <li>• Realign Green River Road to accommodate Initial Phase instead of the Ultimate Project.</li> <li>• Shift Green River Road alignment south, closer to SR-91, to accommodate a retaining wall for the Initial Phase of the project.</li> <li>• Minimize impacts to entrance driveway of Green River Golf Course by pulling cul-de-sac south, closer to SR-91.</li> <li>• Eliminate separate bicycle parking lot directly adjacent to the Reach 9 Phase 11B Project and place parking lot west of cul-de-sac bulb.</li> <li>• The purpose of this change is to minimize impacts to facilities related to the United States Army Corps of Engineers (USACE), Orange County Public Works, and City of Corona.</li> </ul> <p><b><u>Design Change #8</u></b><br/><i>Rail Relocation</i></p> <ul style="list-style-type: none"> <li>• Relocate rail switches at Porphyry Yard within Burlington Northern Santa Fe (BNSF) Railroad ROW (APN #115-050-019), beneath the SR-91/1-15 interchange, to accommodate interchange improvements.</li> <li>• Install fifth storage track (1,561 feet of track) due to loss of existing storage track resulting from rail switch relocation.</li> <li>• Relocate a small segment of BNSF maintenance access road to allow enough vehicle spacing between a proposed bridge column for the SR-91/1-15 interchange and the railroad.</li> </ul> |  |
| 2.      | <p><b><u>Design Change #1: SCE Utility Relocation at Lincoln Avenue and D Street</u></b><br/><i>Utility Relocation</i></p> <ul style="list-style-type: none"> <li>• Relocate overhead Southern California Edison (SCE) electrical utility facilities from the north side of the property (apartment complex at northwest corner of D Street and South Lincoln Avenue)</li> </ul>  | <p>Two additional measures were added to the project, included in the Initial Site Assessment (ISA) Addendum:<br/><b>Hazardous Waste and Materials</b></p> |

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|         | <p>and realign underground on the south side of the property along D Street, generally located between South Lincoln Avenue and Magdalena Circle.</p> <ul style="list-style-type: none"> <li>The purpose of this change is to accommodate widening SR-91 and construction of a soundwall where existing poles for electrical lines are located at the northern end of the property, adjacent to EB SR-91.</li> </ul> <p><b><u>Design Change #2: Access Easement for Building Demolition at Lincoln Avenue and D Street</u></b><br/><i>Temporary Access Easement (TAE)</i></p> <ul style="list-style-type: none"> <li>Provide a TAE at the eastern end of the condominium complex generally located at D Street, between South Lincoln Avenue and Magdalena Circle.</li> <li>The purpose of this change is to provide access to the rear of an existing condominium complex, via a private driveway at the eastern end of the property. Access to the rear of the property is necessary to conduct the proposed demolition of one condominium unit, which is necessary to accommodate widening of SR-91 and realignment of C Street.</li> </ul> <p><b><u>Design Change #3: SCE Utility Relocation at Smith Avenue and Pleasant View Avenue</u></b><br/><i>Utility Relocation</i></p> <ul style="list-style-type: none"> <li>Relocate SCE electrical utility facilities from the north side of the property (apartment complex at northwest corner of Pleasant View Avenue and Smith Avenue) and realign on the south side of the property along Pleasant View Avenue generally located between South Smith Avenue and Yorba Street.</li> <li>The purpose of this change is to accommodate construction of a soundwall where existing poles for electrical lines are located at the northern end of the property, adjacent to EB SR-91.</li> </ul> <p><b><u>Design Changes #4–#6</u></b><br/><i>AT&amp;T, Time Warner Cable (TWC), and Southern California Gas (SCG) Utility Relocations at East Grand Boulevard and 3<sup>rd</sup> Street</i></p> <ul style="list-style-type: none"> <li>Relocate AT&amp;T utility facilities along East Grand Boulevard (beneath SR-91) from Joy Street to 3<sup>rd</sup> Street before tying into existing facilities at Joy Street and 4<sup>th</sup> Street, and East Grand Boulevard and Joy Street.</li> <li>Relocate TWC utility facilities along East Grand Boulevard (beneath SR-91) from Joy Street to 3<sup>rd</sup> Street before tying into existing facilities at 3<sup>rd</sup> Street (between East Grand Boulevard and Victoria Avenue), and East Grand Boulevard (between 3<sup>rd</sup> Street and Joy Street).</li> <li>Relocate SCG utility facilities along Harrison Street and Blaine Street between North Main Street and Joy Street. Proposed SCG utility facilities include approximately 1,800 linear feet of 8-inch main along Blaine Street and 250 linear feet of 2-inch main along Harrison Street. The existing SCG regulator station affected by the proposed freeway widening at East Grand Boulevard would be abandoned. The proposed redundant piping under Blaine Street and Harrison Street that ties</li> </ul> | <ul style="list-style-type: none"> <li>For buildings that would be demolished as part of ROW acquisition and/or construction, Asbestos-Containing Material (ACM) and Lead-Based Paint (LBP) testing shall be performed after ROW acquisition and prior to building demolition.</li> <li>Herbicide, pesticide, and fungicide testing shall be performed on the soils within acquired ROW at the Green River Golf Club (5215 Green River Road, Corona, CA).</li> </ul> |



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|         | <p>into existing facilities at Joy Street eliminates the need for a new regulator station at East Grand Boulevard.</p> <ul style="list-style-type: none"> <li>• These changes would meet vertical clearances along East Grand Boulevard beneath the SR-91 overhead (OH) bridge. Due to widening of the bridge, the roadway profile would need to be lowered approximately 3 feet beneath the bridge, which would affect existing AT&amp;T underground facilities.</li> </ul> <p><b><u>Design Change #7</u></b><br/> <i>Curb and Gutter Shift at Main Street and East 4<sup>th</sup> Street</i></p> <ul style="list-style-type: none"> <li>• Shift curb and gutter approximately 14 feet easterly at APN #117-114-012, northeast corner of South Main Street and East 4<sup>th</sup> Street.</li> <li>• This design change is necessary to accommodate the proposed median widening of the Main Street undercrossing beneath SR-91. The existing South Main Street/East 3<sup>rd</sup> Street intersection consists of two through lanes in each direction, two SB left-turn lanes to EB SR-91, and one NB left-turn lane to westbound (WB) SR-91. The proposed Main Street undercrossing consists of three through lanes and two left-turn lanes in each direction.</li> </ul> <p><b><u>Design Change #8</u></b><br/> <i>Access to Bridge Construction Temporary Construction Licenses (TCL) for Temescal OH and SR-91/I-15 Viaduct</i><br/> TAEs</p> <ul style="list-style-type: none"> <li>• Provide TAEs for access to bridge construction areas beneath the SR-91/I-15 interchange.</li> <li>• The purpose of the proposed TAEs is to provide access to bridge construction areas via Riverside County Flood Control &amp; Water Conservation District (RCFC&amp;WCD) and BNSF Railroad ROW. Access to bridge construction areas will be permitted through a BNSF-issued TCL. However, access onto BNSF ROW permitted by the TCL requires TAEs for access points that fall outside of the original area of potential effect (APE).</li> </ul> <p><b><u>Design Change #9</u></b><br/> <i>Access to Bridge Construction TCLs for Prado OH</i><br/> TAEs</p> <ul style="list-style-type: none"> <li>• Provide TAEs for access to bridge construction area within BNSF ROW, beneath the SR-91 Prado OH Bridge.</li> <li>• The purpose of the proposed TAEs is to provide access to the bridge construction area via BNSF ROW. Access onto BNSF ROW permitted by a TCL requires TAEs (also within BNSF ROW) directly east and west of the Prado OH Bridge, which fall outside of the original APE.</li> </ul> <p><b><u>Design Change #10</u></b><br/> <i>APE Shift for Building Demolition</i></p> |  |

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|         | <p>Temporary Construction Easement (TCE)</p> <ul style="list-style-type: none"> <li>• Provide a TCE at APN #118-160-058, which is adjacent to a proposed building demolition at APN #118-160-059 (full acquisition).</li> <li>• The purpose of this change is to conduct demolition activities at adjacent APN #118-160-059. A TCE is necessary at APN #118-160-058 for equipment mobilization and access to the adjacent demolition site. No additional improvements or acquisition are proposed on APN #118-160-058.</li> </ul> <p><b><u>Design Change #11</u></b><br/> <i>APE Shift for Building Demolition</i><br/> Building Reface</p> <ul style="list-style-type: none"> <li>• Reface existing building at APN #118-160-056, which is adjacent to a proposed building demolition at APN #118-160-057 (full acquisition).</li> <li>• The purpose of this change is to reface the existing building at APN #118-160-056. Currently, the existing structures on both parcels are attached. With demolition of the structure on APN #118-160-057, the structure on APN #118-160-056 will require refacing. The proposed building reface activities lie on the APE boundary, requiring the APE to be shifted to include APN #118-160-056.</li> </ul> <p><b><u>Design Change #12</u></b><br/> <i>APE Shift for Access to SCE Utility Relocation</i><br/> Utility Relocation</p> <ul style="list-style-type: none"> <li>• Relocate SCE overhead electrical lines at APN #118-270-012. This parcel would be accessed via Sierra Vista Street, at the east end of the parcel.</li> <li>• The purpose of this change is to relocate existing overhead electrical lines to tie into an existing pad-mounted transformer. The transformer is located behind the Cardenas Market building at adjacent APN #118-270-035. Electrical service to the existing pad-mounted transformer would be re-established via an underground feed system beneath Sierra Vista Street from existing power poles on APN #118-270-012.</li> </ul> <p><b><u>Design Change #13</u></b><br/> <i>APE Shift for Access to Demolition Activities</i><br/> Permanent Access Easement (PAE)</p> <ul style="list-style-type: none"> <li>• Provide a PAE at APN #118-250-020, between SR-91 and Pomona Road, east of Lincoln Avenue.</li> <li>• The purpose of this change is to provide temporary access to Mill Creek Restaurant, which is proposed to be demolished to accommodate freeway widening. Furthermore, the purpose of this change is also to provide permanent access for maintenance of a proposed storm water Best</li> </ul> |  |

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|         | <p>Management Practice (BMP) facility between APN #118-250-020 and SR-91. The proposed PAE is partly outside of the APE, requiring a shift of the APE to include APN #118- 250-020.</p> <p><b><u>Design Change #14</u></b><br/> <i>APE Shift for Access to SCE Utility Relocation</i><br/>           Utility Relocation</p> <ul style="list-style-type: none"> <li>• Obtain a permanent utility easement (access is covered under Design Change #8) at APN# 115-050-030 (RCFC&amp;WCD ROW) to relocate existing SCE overhead electrical lines to a proposed underground electrical conduit that crosses beneath SR-91.</li> <li>• The purpose of this change is to obtain a permanent utility easement inside APN #115-050- 030 to relocate existing SCE overhead electrical lines that cross over SR-91 adjacent to Temescal Wash to a proposed underground electrical system that crosses beneath SR-91 along an existing RCFC&amp;WCD maintenance road. Existing overhead lines require relocation due to proposed bridge and interchange improvements at the SR-91/I-15 interchange. Electrical overhead lines would no longer be able to cross over SR-91 because they would be in the path of the interchange's increased vertical profile. Therefore, electrical lines would need to be relocated to an underground system to cross the freeway. A utility easement is necessary within APN #115-050-030 to install the proposed underground vault and related conduits to relocate the electrical lines.</li> </ul> <p><b><u>Design Change #1</u></b><br/> <i>APE Shift for Traffic Signal Modification at West Grand Boulevard and West 2<sup>nd</sup> Street</i></p> <ul style="list-style-type: none"> <li>• Reconfigure traffic signals at the intersection of West Grand Boulevard and West 2<sup>nd</sup> Street.</li> <li>• The purpose of this change is to accommodate the proposed widening of the SR-91 Bridge over West Grand Boulevard.</li> </ul> <p><b><u>Design Change #16</u></b><br/> <i>Access Easement for Building Cut and Reface (Site Mitigation)</i><br/>           TAEs</p> <ul style="list-style-type: none"> <li>• Provide TAE at APN #101-170-038 and #101-170-010.</li> <li>• The purpose of this change is to conduct a partial demolition and cut and reface of an existing storage facility building at APN #101-170-038. Access to the proposed cut and reface activities would be provided via a TAE on APN #101-170-010, which is a vacant parcel located adjacent to APN #101-170-038.</li> </ul> <p><b><u>Design Change #17</u></b><br/> <i>Relocation of up to Four Additional Historic Streetlights within Grand Boulevard Historic District</i><br/>           Streetlight Relocation</p> |  |

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|         | <ul style="list-style-type: none"> <li>Relocate up to four additional acorn-style streetlights within the Grand Boulevard Historic District.</li> <li>The purpose of this change is to accommodate widening of the SR-91 bridges over East and West Grand Boulevard and to accommodate underground utility relocations along East Grand Boulevard, under Design Changes #4, #5, and #15.</li> </ul>   |   |
| 3.      | <p><b><u>Noise Abatement</u></b><br/> <i>Soundwall E-1 (Noise Study Area E)</i></p> <ul style="list-style-type: none"> <li>Soundwall E-1 is generally located at the Edge of Shoulder (EOS) along WB SR-91, between Green River Road and Green River Golf Club. The Final EIR/EIS reported that Soundwall E-1 would be constructed during the Ultimate Project. Soundwall E-1 was not found to be reasonable or feasible for the reasons stated below and will not be built as part of the Initial Phase of the project:</li> <li>As shown in the Supplemental Noise Study Report (NSR), construction of the project's Initial Phase will not result in noise impacts to the receivers in receiver areas representing the Green River Mobile Home Park. Figure 7-1 in the Supplemental NSR provides a summary of modeled noise impacts for each receiver located within the Green River Mobile Home Park; none of the receiver levels surpassed the Noise Abatement Criteria (NAC) of 67 A-weighted decibels (dBA) levels, which is required for construction of a soundwall.</li> <li>The California Department of Transportation's (Caltrans) Traffic Noise Analysis Protocol requirement to obtain at least a 50 percent vote in favor of the wall was not achieved. According to the sound barrier survey results, Soundwall E-1 received six votes. Two of the six votes were in support of the wall, and four opposed the soundwall; indicating that less than 50 percent of the adjacent property owners were in support of the soundwall. During the final design phase, further coordination was conducted with local stakeholders (discussed above), who indicated that they oppose the soundwall during the project's Initial Phase, resulting in the elimination of Soundwall E-1.</li> </ul> | N/A   |
| 4.      | <p><b><u>I-15 and Main Street Area Design Refinements</u></b></p> <ul style="list-style-type: none"> <li>Shift the EB Main Street on-ramp to SR-91 and the EB SR-91 to I-15 connector braid west, reducing the complicated "stacked" construction over Temescal Wash and the BNSF railroad corridor. This allows the EB Main Street on-ramps to SR-91 to tie into EB SR 91 much sooner.</li> </ul>  | <p>The following measure was required related to hazardous waste/materials. Results of the LBP survey conducted at the 6<sup>th</sup> Street overcrossing and the Temescal Wash Bridge along I-15 indicated that lead-based and lead-containing paints are present at these locations; as such, the following measure would apply at these locations:</p> |

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|         |   | <p>HW-17: Where lead is present and dust-producing activities will be performed, the California Occupational Safety and Health Administration (Cal-OSHA) regulation for lead in construction (Title 8, California Code of Regulations, Section 1532.1) identifies that the employer shall treat the employee as if they would be exposed to lead above the Permissible Exposure Limit (PEL) and shall implement employee protective measures until an employee exposure assessment is performed to document otherwise. Lead was identified in the yellow traffic striping paint, the grey paint on the guard rail, and black traffic paint. Contractors involved in renovation/demolition activities should be informed of the presence of and potential health hazards associated with lead-containing paints. Care should be taken to protect workers (i.e., respiratory protection) when disturbing lead-containing paints during renovation/demolition activities.</p> |
| 5.      | <p><b><u>Serfas Club Drive Area Design Refinements</u></b></p> <ul style="list-style-type: none"> <li>• In the area between Serfas Club Drive and Maple Street, the modification involves a reconfiguration of the EB Serfas Club Drive on-ramp and the EB Maple Street off-ramp. The modification involves shifting the proposed braid of the two ramps farther to the west by approximately 1,300 feet from its previous location and closer to Serfas Club Drive. The Serfas Club Drive EB on-ramp will cross under the Maple Street EB off-ramp.</li> <li>• This modification also affects the frontage road design, which will be shifted closer to the SR-91 mainline, resulting in less required ROW. The parcels along the frontage road are designated as full acquisitions, which means the project refinements will result in larger remnants being available as a result of less ROW being required.</li> <li>• All of the improvements are within the footprint that was identified in the adopted EIR/EIS.</li> </ul> | N/A  |

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| 6.      | <p>The California Department of Fish and Wildlife (CDFW) has determined that the project could adversely affect existing fish or wildlife resources and has included measures [necessary to protect those resources] in the Section 1602 Streambed Alteration Agreement entered into between CDFW and the Riverside County Transportation Commission (RCTC).</p> <p><b><u>Retaining Walls 203 and 205 Area Design Refinements</u></b></p> <ul style="list-style-type: none"> <li>• Replace approximately 1,050 feet of Retaining Wall 203 with a 2:1 fill slope. This wall is located along the north side of SR-91 and extends from Prado Road to a point approximately 3,350 feet east of Prado Road. The fill slope will eliminate a portion of Retaining Wall 203; as such, the distance between the western portion of Retaining Wall 203 and the eastern portion of Retaining Wall 203 will be approximately 1,050 feet. The fill slope limits overlap the limits of both walls; as such, the total length of the fill slope is approximately 1,650 feet. The remaining western portion of Retaining Wall 203 will be 310 feet, and the eastern portion of Retaining Wall 203 will be 1,740 feet. The original design for Retaining Wall 203 had a height ranging from 25 feet to 35 feet. The proposed design refinement has Retaining Wall 203A ranging in height from 7.5 feet to 25 feet and Retaining Wall 203B ranging in height from 7.5 feet to 27.5 feet.</li> <li>• Replace Retaining Wall 205 with a 2:1 cut slope. This wall is located along the north side of SR-91 and extends from SR-71 to a point approximately 2,700 feet east of SR-71. As such, the cut slope replacing Retaining Wall 205 will be approximately 2,700 feet in length. The remaining portion of Retaining Wall 205 will be 365 feet.</li> <li>• Relocation of approximately 800 feet of USACE maintenance road toward the east end of Retaining Wall 205 to allow for construction of the cut slope.</li> <li>• Construction of drainage ditch to convey flow in the northwest quadrant of the SR-91/SR-71 interchange. This ditch is approximately 565 feet in length. It has a 4-foot-wide flat bottom with 12-foot-wide side slopes for a total width of 28 feet. This drainage ditch is at the toe of the proposed fill slope. The runoff will outlet into the existing flood control channel.</li> </ul> | <p>An additional measure was added to V-2:</p> <p><b>Visual/Aesthetics</b></p> <p>Prior to the implementation of the 2:1 slopes in the area between Bridge Nos. 56-0637 Prado OH and 56-0634 West Prado OH, RCTC will ensure that the design-build contractor will minimize the impacts for the loss of visual quality by incorporating V-2 measures as approved by Caltrans and the permitting agencies.</p> |
| 7.      | <p><b><u>Reduction of Soundwall D1-B – 900 feet west of Buchanan Avenue</u></b></p> <ul style="list-style-type: none"> <li>• NB D1-B will be built on private property along the southeast edge of Villaggio Condominium Complex. The result of this revalidation will construct sound barrier NB D1-B. NB D1-B would be constructed outside of State (Caltrans) ROW next to existing property walls and first-row buildings on the SR-91 side.</li> <li>• Updates to the recommended ramp closure at the SR-91 Main Street interchange are necessary to conduct construction activities and implement interchange improvements.</li> </ul>  | N/A   |
| 8.      | <b><u>TCE in Chino Hills State Park (CHSP)</u></b>   | N/A   |

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|         | <ul style="list-style-type: none"> <li>It was identified in the adopted EIR/EIS that 2.14 acres of TCE would be required within CHSP boundaries. Based on final design and construction methods for the Green River Road WB off-ramp, it has been identified that additional TCE areas would be required within CHSP property adjacent to Prado Road near one of the park entrances.</li> <li>The purpose of the additional TCE areas is for access and temporary storage of materials and equipment.</li> </ul>   |  |
| 9.      | No project changes are proposed. Mapping exhibits need to be corrected: errata sheets illustrating Noise Barrier O-3 not being constructed were attached.  | N/A  |
| 10.     | During preparation and review of the design plans, 64 locations were identified that required analysis. The proposed 64 design refinements include striping, sign installations, testing and upgrading of communication equipment within an existing building, and utility relocations for the SR-91 Corridor Improvement Project (CIP).   | N/A  |
| 11.     | <p><b><u>Two Optional Barrier Locations have been Evaluated to Replace Previously Identified Barrier M1.</u></b></p> <ul style="list-style-type: none"> <li>Refinements to previously identified Barriers NB-M1 and NB-M2 were identified. These barriers, near Serfas Club Drive, were included in the adopted EIR/EIS and to Barrier EB-M1 that subsequently replaced these barriers in Revalidation #5. Supplemental NSR Addendum #1 (March 2015) was prepared for Revalidation #5 Supplemental NSR. The proposed design refinements for the SR-91 CIP are described below.</li> </ul> <p>Barrier M1-A:</p> <ul style="list-style-type: none"> <li>In the area between Serfas Club Drive and Maple Street, the modification involves reconfiguration of Noise Barrier EB-M1 from Revalidation #5. This revalidation evaluates two barrier alternatives, M1A Option 1 and Option 2, located along the EOS of the SR-91 EB off-ramp. Noise Barrier M1A Option 1 extends from Station 98+00 to Station 116+00. Noise Barrier M1A Option 2 extends from Station 193+20 and curves along the frontage road and joins with the EOS of the SR-91 off-ramp to Maple Street at Station 1 03+00 then continues to Station 116+00. Both options also include a noise barrier (S200), approximately 300 feet in length, along the property line of three residences on the west side of Ridgeview Terrace. Both noise barrier options (M1A Options 1 and 2) are feasible and would provide the appropriate level of noise abatement.</li> </ul> | N/A  |
| 12.     | <p><b><u>Relocation of Soundwall M-1</u></b></p> <ul style="list-style-type: none"> <li>Refinements to the project within the Auto Center Drive/Serfas Club Drive to Maple Street area would involve reconfiguring the EB Serfas Club Drive on-ramp and the EB Maple Street off-ramp. These refinements were approved in Revalidation #5 (December 4, 2014).</li> </ul>  | No changes to avoidance, minimization, and/or mitigation measures, but measures Reval 12-A, Reval 12-B, and Reval 12-C were added. |

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|         | <ul style="list-style-type: none"> <li>• However, Noise Barrier NB M-1 at the EOS would cause a visual obstruction to commercially zoned properties along Frontage Road, which are currently owned by RCTC (a public entity). The new NB M-1B, would be constructed just outside the properties of the impacted receivers, providing feasible noise reduction (5-dBA minimum) for 12 residences while providing visibility to the commercial property between these residences and SR-91.</li> </ul>   |   |
| 13.     | <p><b><u>Ramp Closure Revision</u></b></p> <ul style="list-style-type: none"> <li>• A proposed ramp closure at the SR-91/Auto Center Drive/Serfas Club Drive interchange would need to be revised from 6 months to 15 months.</li> </ul>   | N/A   |
| 14.     | <p><b><u>Refinements to the Project within the Lincoln Avenue to Grand Boulevard Area</u></b></p> <ul style="list-style-type: none"> <li>• Buena Vista Mobile Manor, located south of SR-91 and east of Lincoln Avenue and which would have received feasible noise abatement from Noise Barrier NB Q-1, has been acquired for the Ultimate Project ROW. In addition, it has been indicated that continued visibility of the major car dealership Honda Cars of Corona, located north of SR-91 and just east of Lincoln Avenue, could be compromised by the originally proposed NB P-1.</li> <li>• As a result of these changes, the westerly portions of NBs P-1 and Q-1, which were originally proposed to begin approximately 700 feet east of Lincoln Avenue, have been analyzed in a Supplemental NSR to confirm that new lengths would still provide a comparable level of noise attenuation as that proposed in the project's EIR/EIS.</li> <li>• Sound Barrier P1A Option 1 is shorter in length by 150 feet; Soundwall P1A Option 2 is shorter by 230 feet. Barrier Q-1A is shorter in length by approximately 200 feet.</li> </ul> | No changes to avoidance, minimization, and/or mitigation measures, but measure Reval 14A was added. |
| 15.     | <p><b><u>Temporary Sound Barrier Installation</u></b></p> <ul style="list-style-type: none"> <li>• Due to noise exposure from construction activities near Prado Road (bridge demolition), temporary sound barrier will be installed to shield residents from construction noise.</li> <li>• A portion is located within CHSP and involves the installation of acoustical sound blankets/batting material panels, mounted on a steel frame;</li> <li>• The other portion of the temporary wall will consist of truck trailers with batting material installed in gaps and skirting along the bottom of the trailers.</li> </ul>  | N/A   |
| 16.     | <p><b><u>Refinements to a Project Wall located along the northwest area of the SR-91/I-15 Interchange, between Corona Avenue and Parkridge Avenue</u></b></p> <ul style="list-style-type: none"> <li>• The purpose of this revalidation is to document the change in location (from the EOS to the top of berm) and a design change (to accommodate a previous commitment [Committed Wall]), as well as the EIR/EIS commitment to build K1-A.</li> </ul>   | N/A   |



| Reval # | Reason for Revalidation  | Avoidance, Minimization, and/or Mitigation Measures Added, Deleted, or Revised |
|---------|--|--|
|         | <ul style="list-style-type: none"> <li>Although the 2012 EIR/EIS proposed the K1-A wall location to be moved from the EOS to the top of slope, the height at this location was not evaluated. Now that the project is in design and construction, technical analysis has been conducted to determine the height at which K1-A would provide comparable noise reduction, as the 14-foot-high wall evaluated in the project's NSR, but at the top of slope as proposed in the EIR/EIS. Additionally, the previous documents confirmed the height and location of the northerly segment of wall:</li> <li>The northerly 1,100-foot-long segment of K1-A will be 14 feet high; the southerly segment will be 12 feet high.</li> </ul>            |  |
| 17.     | <p><b><u>Noise Barrier T-1 Removal</u></b></p> <ul style="list-style-type: none"> <li>Due to design refinements made, a Supplemental NSR was conducted and included analysis near the Main Street interchange. The Supplemental NSR concluded that there is no traffic noise impact in the affected area.</li> <li>NB T-1 is therefore being removed from the project.</li> </ul>  | N/A  |
| 18.     | <p><b><u>Utility Work</u></b></p> <ul style="list-style-type: none"> <li>This revalidation is to document the revision to install two 5-inch-diameter power poles at Wardlow Wash, just south of SR-91, which has been found, by CDFW, to be located within their jurisdiction. The work is proposed south of the EB SR-91 at the SR-71 south to SR-91 connector. The project would entail the installation of two wooden power poles and service cabinet in uplands adjacent to Wardlow Wash. Work will occur on fill previously placed as part of the separate SR-91 Eastbound Widening Project.</li> </ul>  | N/A  |
| 19.     | <p><b><u>Noise Study Report Approval Date</u></b></p> <ul style="list-style-type: none"> <li>Caltrans and RCTC were unable to locate a signed copy of the NSR at the request of a resident in the SR-91 corridor.</li> <li>In the process of fulfilling this request, a discrepancy in the EIR/EIS was discovered. The approved EIR/EIS shows the approved date for the NSR as April 2010, even though the document was approved in May 2010. A memo was prepared to document approval of the NSR for the SR-91 CIP to complete the administrative record.</li> <li>The purpose of this revalidation is to reaffirm approval of the project NSR and to update the date of the approval to May 2010 in the environmental document.</li> </ul> | N/A  |
| 20.     | <p><b><u>Emergency Access Feature Incorporation</u></b></p> <ul style="list-style-type: none"> <li>Due to emergency access issues that arose during construction, a temporary ramp was developed at the end of Green River Road, partially using the Old Santa Ana River Trail, to avoid and minimize any potential impacts of a WB freeway shutdown.</li> </ul>   | N/A  |

| Reval # | Reason for Revalidation   | Avoidance, Minimization, and/or Mitigation Measures Added, Deleted, or Revised  |
|---------|---|---|
|         | <ul style="list-style-type: none"> <li>The purpose of this revalidation is to incorporate this emergency access as a permanent project feature. The emergency detour ramp (located approximately at station 573+00) near Green River Road will be permanently maintained and opened to the public in the event WB SR-91, west of Green River Road, becomes partially or fully impassable.</li> </ul>  |   |
| 21.     | <p><b><u>Contra-Flow Plan</u></b></p> <ul style="list-style-type: none"> <li>Due to mudslides in December 2014, a median contra-flow plan is proposed between Coal Canyon and the Serfas Club/Auto Center Drive/Auto Center Drive interchange to alleviate traffic and provide access to communities.</li> </ul>  | N/A   |
| 22.     | <p><b><u>Cultural Resources</u></b></p> <ul style="list-style-type: none"> <li>During the construction phase of the SR-91 CIP, west of I-15, installation of utilities required additional analysis to accommodate activities just outside the originally approved APE. Due to design changes during construction, the APE was extended through Revalidation #10 for utility modification, roadway striping, and sign installation, in and along SR-91 and I-15.</li> </ul>   | N/A   |
| 23.     | <p><b><u>Soil Placement, Grading, and Landscaping</u></b></p> <ul style="list-style-type: none"> <li>The design refinement involves placement and grading of a soil pile located between the SB SR-71 on-ramp to SR-91 EB, and the BNSF railroad to the south. This design refinement involves the placement of 37,000 cubic yards of fill and landscaping of the disturbed area.</li> </ul>  | N/A   |
| 24.     | <p><b><u>Ramp Closure Extension</u></b></p> <p>Extend previously approved long-term ramp closures for two on-ramps and two off-ramps to complete the work required for widening of SR-91:</p> <ul style="list-style-type: none"> <li>EB Main Street On-ramp – from a 15-month closure to an 18-month closure;</li> <li>WB Main Street Off-ramp- from a 12-month closure to a 15-month closure;</li> <li>WB Maple Street Off-ramp – from a 2-month closure to a 4-month closure; and</li> <li>EB Serfas Club Drive On-ramp – from a 15-month closure to a 17-month closure.</li> </ul>                                 | N/A   |
| 25.     | <p><b><u>New Access Point</u></b></p> <ul style="list-style-type: none"> <li>A new access point for equipment to reach the construction at Bridge 30 (1-15 at Temescal Wash) is necessary. The new access will be from All American Way, which is located outside the existing APE and was not included in the EIR/EIS. The contractor will be utilizing the new access to move equipment and construction materials in and out of the channel during demolition and construction of the new pier wall for Bridge 30. The access is temporary for a period of 1 month once construction is ready to begin.</li> </ul> | <p>Based on the results of the environmental re-evaluation, there is a potential for temporary impacts to the vegetation. Any impacts will be addressed in the project restoration plan.</p> <p>To minimize impacts to the surrounding area, the following will be addressed:</p> |

| Reval # | Reason for Revalidation  | Avoidance, Minimization, and/or Mitigation Measures Added, Deleted, or Revised   |
|---------|--|--|
|         | <ul style="list-style-type: none"> <li>The SR-91 CIP will be starting demolition of Bridge 30. During a preconstruction site visit, it was determined that the pile driver will not be able to access the bridge through the access ramp from Harrison Yard (main access point).</li> </ul> <p><b><u>RCFC&amp;WCD Approval</u></b></p> <ul style="list-style-type: none"> <li>AWJV submitted a request to RCFC&amp;WCD to amend the existing Encroachment Permit (EP 3516) to allow access from All American Way. The amendment was approved by RCFC&amp;WCD in February 2016, which included compliance with Clean Water Act (CWA) Section 401, CWA Section 404, and National Pollutant Discharge Elimination System (NPDES) requirements.</li> </ul> <p><b><u>CDFW Approval</u></b></p> <p>AWJV has also received e-mail approval from CDFW for the new access from All American Way. The following are the requirements from CDFW:</p> <ul style="list-style-type: none"> <li>Develop and implement a focused training for all staff working in the area to ensure and document avoidance of fish and wildlife resources.</li> <li>Work in the concrete channel is promptly cleared/cleaned-up (no discharges).</li> <li>Quantify and restore any vegetation impacts offsite (if necessary).</li> </ul> | <ol style="list-style-type: none"> <li>Delineating the limits of disturbance area (in the earthen area) with environmental sensitive area (ESA) fencing.</li> <li>Potential use of crane pads to limit any potential grading.</li> <li>Installing BMPs if grading or fill activities occur in this earthen area for access.</li> <li>Regular housekeeping of construction litter/pollution through the access area.</li> <li>Regular biological monitoring to ensuring compliance with the permits.</li> </ol> <p>The measures for vegetation and/or revegetation are not required by RCFC&amp;WCD, who owns the property being accessed. AWJV will implement measures along the access route to avoid any disturbance of the existing native and non-native vegetation as specified by the biologist.</p> |
| 26.     | <p><b><u>Ramp Closure Amendments</u></b></p> <p>The SR-91 CIP requires a second amendment for the Ramp Closure Study to address the impacts of adding two temporary ramp closure locations along the SR-91 CIP for the WB Lincoln Avenue on-ramp and the EB Maple Street/6<sup>th</sup> Street off-ramp.</p> <ul style="list-style-type: none"> <li>WB Lincoln Avenue On-ramp: 2-month closure.</li> <li>EB Maple Street/6<sup>th</sup> Street Off-ramp: 6-week closure.</li> </ul>  | N/A  |
| 27.     | <p><b><u>Ramp Closure Extension</u></b></p> <p>Two long-term ramp closures necessary for construction of the SR-91 CIP required to be extended by 3 more months than identified in the original Ramp Closure Study and two amendments that followed. The duration of the following ramps will be extended:</p> <ul style="list-style-type: none"> <li>WB Maple Street/6<sup>th</sup> Street Off-ramp – extend by 3 months for a total of 6 months.</li> <li>EB Serfas Club Drive On-ramp – extend by 3 months for a total of 17 months.</li> </ul>   | N/A  |
| 28.     | <b><u>Heightened Soundwall for Aesthetic Purposes</u></b>  | Unknown at this time.  |

| Reval # | Reason for Revalidation   | Avoidance, Minimization, and/or Mitigation Measures Added, Deleted, or Revised   |
|---------|---|--|
|         | <ul style="list-style-type: none"> <li>The purpose of this revalidation is to document the increase in height of an existing soundwall on top of Retaining Wall 03B for aesthetic purposes and to block views of the freeway from Northmoor Drive residences.</li> </ul>  |  |
| 29.     | <p><b><u>Plantings at Walls Requirement Change</u></b><br/> Per clause 'C' of Measure V-1 and related text in Measure V-4, planting of trees, shrubs, and/or vines at soundwalls and retaining walls is required. Required plantings at all soundwalls and retaining walls, however, has not been possible.</p> <ul style="list-style-type: none"> <li>The purpose of this re-evaluation is to document the language modification in Measures V-1 and V-4, of the Environmental Commitment Record (ECR), which require plantings.</li> </ul> <p>Every effort was made to meet the requirements of Measures V-1 and V-4 to plant trees or shrubs and vines at the base of the walls. However, landscaping at every soundwall and retaining wall was not possible. Planting of trees, shrubs, and/or vines was not possible at every soundwall and retaining wall due to four primary reasons:</p> <ul style="list-style-type: none"> <li>Paving associated with the wall –The wall is either sitting above a retaining wall, barrier, or adjacent to paved surfaces; which do not allow for landscaping.</li> <li>Lack of maintenance access – No access to the back side of most of the walls that are at grade.</li> <li>Inability to get irrigation to areas where walls are located.</li> <li>Other project structures interfered with the planting area.</li> </ul> | Measures V-1 and V-4 required plantings at all soundwalls and retaining walls, however, this requirement was not met.  |
| 30.     | <p><b><u>Transfer of SR-91 CIP-required Trees to I-15 Toll Express Lanes Project.</u></b></p> <ul style="list-style-type: none"> <li>Per Measure V-2 of the SR-91 CIP, trees removed by the project are required to be replaced at a 1:1 ratio. This requirement, however, conflicts with the upcoming I-15 TEL Project where the two projects overlap – at the SR-91/I-15 interchange. Forty-four (44) trees not planted by the SR-91 CIP will be planted by the I-15 TEL Project, generally located between Temescal Wash and the BNSF railroad tracks, along I-15. The installation of vegetation, which could possibly become habitat for nearby species and migratory birds, only to have it removed within a short time frame, could cause temporary impacts to biological resources. To avoid impacting the area twice and throw away improvements, planting of those 44 SR-91 CIP trees is being deferred to the I-15 TEL Project.</li> </ul>   | Based on the results of this re-evaluation, to ensure the planting of 44 trees by the I-15 TEL Project, the following measure was required:<br>V-7: During construction of the I-15 TEL Project, a revalidation shall be processed for the addition of 44 trees to be planted at the SR-91/I-15 interchange. |
| 31.     | <p><b><u>Fair Share Contributions Requirement Update</u></b></p> <ul style="list-style-type: none"> <li>ECR Measure T-3 describes the fair share contributions required to mitigate SR-91 CIP impacts to the City of Corona. These improvements were to be completed differently depending on which alternative was implemented; Alternative 1, which would be completed in 2015, or Alternative 2</li> </ul>   | Table 3.1 of Measure T-3 was updated.  |

| Reval # | Reason for Revalidation   | Avoidance, Minimization, and/or Mitigation Measures Added, Deleted, or Revised |
|---------|---|--|
|         | <p>which would consist of an Initial Phase in 2015 and then the Ultimate Phase in 2035. Alternative 2 was selected as the preferred alternative and construction of the Initial Phase began in 2014.</p> <p>Measure T-3 states:</p> <ul style="list-style-type: none"> <li>• RCTC's Project Manager will ensure that RCTC pays the fair share contribution for the project-related impacts at area intersections. Those fair shares are shown by intersection in Table T-3.1. The recommended improvements include additional turn and through lanes. Summaries of the improved intersection delays and level of service (LOS) are provided in Tables T-3.2, T-3.3, and T-3.4 for 2015 with the Initial Phase of Alternative 2, Design Year 2035 with Alternative 1, and Design Year 2035 with Alternative 2 conditions, respectively.</li> </ul> |  |
| 32.     | Document the transfer of geotechnical investigations proposed for SR-91   | N/A  |

# **ATTACHMENT 5**

## **IPaC Database Search**



## United States Department of the Interior

FISH AND WILDLIFE SERVICE  
Carlsbad Fish And Wildlife Office  
2177 Salk Avenue - Suite 250  
Carlsbad, CA 92008-7385  
Phone: (760) 431-9440 Fax: (760) 431-5901  
<http://www.fws.gov/carlsbad/>



In Reply Refer To:  
Consultation Code: 08ECAR00-2019-SLI-0994  
Event Code: 08ECAR00-2019-E-02293  
Project Name: 15-91 ELC

May 22, 2019

Subject: List of threatened and endangered species that may occur in your proposed project location, and/or may be affected by your proposed project

### To Whom It May Concern:

The enclosed species list identifies threatened, endangered, and proposed species, designated critical habitat, and candidate species that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

## **Official Species List**

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

**Carlsbad Fish And Wildlife Office**

2177 Salk Avenue - Suite 250

Carlsbad, CA 92008-7385

(760) 431-9440



A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

<http://www.fws.gov/endangered/esa-library/pdf/TOC-GLOS.PDF>

Please be aware that bald and golden eagles are protected under the Bald and Golden Eagle Protection Act (16 U.S.C. 668 *et seq.*), and projects affecting these species may require development of an eagle conservation plan ([http://www.fws.gov/windenergy/eagle\\_guidance.html](http://www.fws.gov/windenergy/eagle_guidance.html)). Additionally, wind energy projects should follow the wind energy guidelines (<http://www.fws.gov/windenergy/>) for minimizing impacts to migratory birds and bats.

Guidance for minimizing impacts to migratory birds for projects including communications towers (e.g., cellular, digital television, radio, and emergency broadcast) can be found at: <http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/towers.htm>; <http://www.towerkill.com>; and <http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/comtow.html>.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Tracking Number in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List

## Project Summary

Consultation Code: 08ECAR00-2019-SLI-0994

Event Code: 08ECAR00-2019-E-02293

Project Name: 15-91 ELC

Project Type: TRANSPORTATION

Project Description: Project Description

California Department of Transportation District 8 (Caltrans), Riverside County Transportation Commission (RCTC), and Federal Highway Administration (FHWA) propose to construct the Interstate 15 (I-15)/State Route 91 (SR-91) Express Lane Connector (ELC). The project is in the City of Corona at the junction of SR-91 and I-15 in western Riverside County. Improvements will consist of adding a tolled express lane connector from southbound I-15 Express Lanes to westbound SR-91 Express Lanes and an express lane connector from eastbound SR-91 Express Lanes to northbound I-15 Express Lanes. In addition, operational improvements along eastbound SR-91 are proposed to be constructed to enhance operations from west of the I-15 (PM 6.6) to east of South Promenade Avenue (PM 8.1). Additionally, a new VTMS sign will be constructed in Orange County, near the Orange/Riverside County Line. Please see Figure 1 Project Location Map and Figure 2 Project Vicinity Map attached.

The I-15/SR-91 ELC project is one of four components of the SR-91 Corridor Improvement Project (CIP) Ultimate Project to follow the Initial Project and is the second project being advanced. The Expenditure Authorization (EA) for this project is 08-0F543.

The SR-91 CIP consisted of an Initial Project and an Ultimate Project proposed in several phases over a 20-year period. Separate projects would be identified and programmed to incorporate the components of the phasing plan for improvements on SR-91 and I-15 between the Initial Project and completion of the Ultimate Project by 2035. The SR-91 CIP Initial Project was completed under EA is 08-0F540. The Initial Project included implementation of improvements on SR-91 from approximately the Orange/Riverside County line to the I-15 interchange and a single-lane direct connector to and from the I-15 south, extending from SR-91 to the Ontario Avenue interchange. Construction of the Initial Project began in June 2014, and was opened to traffic in March 2017.

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RCTC, Caltrans, and FHWA now propose to construct the ELC project because funding has been secured for this component of the Ultimate Project of the SR-91 CIP. The ELC project is included in the approved SR-91 CIP Final EIR/EIS as one of four components of the Ultimate Project. The ELC project is consistent with the project features identified in the approved SR-91 Final EIR/EIS.

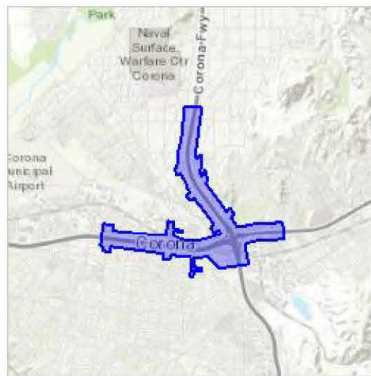
The I-15/SR-91 ELC project (RIV160101) is listed in the Federal Transportation Improvement Program (FTIP) Amendment #17-16, as RTPID: RIV021250B, Project ID: RIV160101.

IN WESTERN RIVERSIDE COUNTY ON SR-91/I-15: ON I-15 - ADD TOLL EXPRESS LANE MEDIAN DIRECT CONNECT FROM SB15 TO WB91 & EB91 TO NB15, 1 TOLL EXPRESS LANE EACH DIRECTION FROM HIDDEN VALLEY TO SR91 DIRECT CONNECTOR. CONSTRUCT OPERATIONAL IMPROVEMENT AND AUXILARY LANE ALONG SR91. CONSTRUCT ADDITIONAL SIGNAGE ALONG SR91 AT PM R18.0 IN OR COUNTY.

The 2017 FTIP Amendment #17-16 is consistent with the 2016 RTP/SCS and the 2017 FTIP as previously amended. SCAG approval 1/23/18, Caltrans approval 2/08/18, FHWA approval 3/2018.

**Project Location:**

Approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/place/33.892690429000055N117.5563238302284W>



Counties: Riverside, CA

## Endangered Species Act Species

There is a total of 12 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries<sup>1</sup>, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

- 
1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

### Mammals

| NAME   | STATUS     |
|--|------------|
| Stephens' Kangaroo Rat <i>Dipodomys stephensi</i> (incl. <i>D. cactus</i> )<br>No critical habitat has been designated for this species.<br>Species profile: <a href="https://ecos.fws.gov/ecp/species/3495">https://ecos.fws.gov/ecp/species/3495</a> | Endangered |

### Birds

| NAME  | STATUS     |
|---|------------|
| Coastal California Gnatcatcher <i>Polioptila californica californica</i><br>There is <b>final</b> critical habitat for this species. Your location is outside the critical habitat.<br>Species profile: <a href="https://ecos.fws.gov/ecp/species/8178">https://ecos.fws.gov/ecp/species/8178</a> | Threatened |
| Least Bell's Vireo <i>Vireo bellii pusillus</i><br>There is <b>final</b> critical habitat for this species. Your location is outside the critical habitat.<br>Species profile: <a href="https://ecos.fws.gov/ecp/species/5945">https://ecos.fws.gov/ecp/species/5945</a>                          | Endangered |
| Southwestern Willow Flycatcher <i>Empidonax traillii extimus</i><br>There is <b>final</b> critical habitat for this species. Your location is outside the critical habitat.<br>Species profile: <a href="https://ecos.fws.gov/ecp/species/6749">https://ecos.fws.gov/ecp/species/6749</a>         | Endangered |

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## Amphibians

| NAME   | STATUS     |
|--|------------|
| Arroyo (=arroyo Southwestern) Toad <i>Anaxyrus californicus</i><br>There is <b>final</b> critical habitat for this species. Your location is outside the critical habitat.<br>Species profile: <a href="https://ecos.fws.gov/ecp/species/3762">https://ecos.fws.gov/ecp/species/3762</a> | Endangered |

## Fishes

| NAME   | STATUS     |
|--|------------|
| Santa Ana Sucker <i>Catostomus santaanae</i><br>Population: 3 CA river basins<br>There is <b>final</b> critical habitat for this species. Your location is outside the critical habitat.<br>Species profile: <a href="https://ecos.fws.gov/ecp/species/3785">https://ecos.fws.gov/ecp/species/3785</a> | Threatened |

## Insects

| NAME  | STATUS     |
|---|------------|
| Delhi Sands Flower-loving Fly <i>Rhaphiomidas terminatus abdominalis</i><br>No critical habitat has been designated for this species.<br>Species profile: <a href="https://ecos.fws.gov/ecp/species/1540">https://ecos.fws.gov/ecp/species/1540</a>   | Endangered |
| Quino Checkerspot Butterfly <i>Euphydryas editha quino</i> (= <i>E. e. wrighti</i> )<br>There is <b>final</b> critical habitat for this species. Your location is outside the critical habitat.<br>Species profile: <a href="https://ecos.fws.gov/ecp/species/5900">https://ecos.fws.gov/ecp/species/5900</a> | Endangered |

## Flowering Plants

| NAME  | STATUS     |
|---|------------|
| San Diego Ambrosia <i>Ambrosia pumila</i><br>There is <b>final</b> critical habitat for this species. Your location is outside the critical habitat.<br>Species profile: <a href="https://ecos.fws.gov/ecp/species/8287">https://ecos.fws.gov/ecp/species/8287</a>        | Endangered |
| Santa Ana River Woolly-star <i>Eriastrum densifolium ssp. sanctorum</i><br>No critical habitat has been designated for this species.<br>Species profile: <a href="https://ecos.fws.gov/ecp/species/6575">https://ecos.fws.gov/ecp/species/6575</a>                        | Endangered |
| Santa Monica Mountains Dudleyea <i>Dudleya cymosa ssp. ovatifolia</i><br>No critical habitat has been designated for this species.<br>Species profile: <a href="https://ecos.fws.gov/ecp/species/2538">https://ecos.fws.gov/ecp/species/2538</a>                          | Threatened |
| Thread-leaved Brodiaea <i>Brodiaea filifolia</i><br>There is <b>final</b> critical habitat for this species. Your location is outside the critical habitat.<br>Species profile: <a href="https://ecos.fws.gov/ecp/species/6087">https://ecos.fws.gov/ecp/species/6087</a> | Threatened |

**Critical habitats**

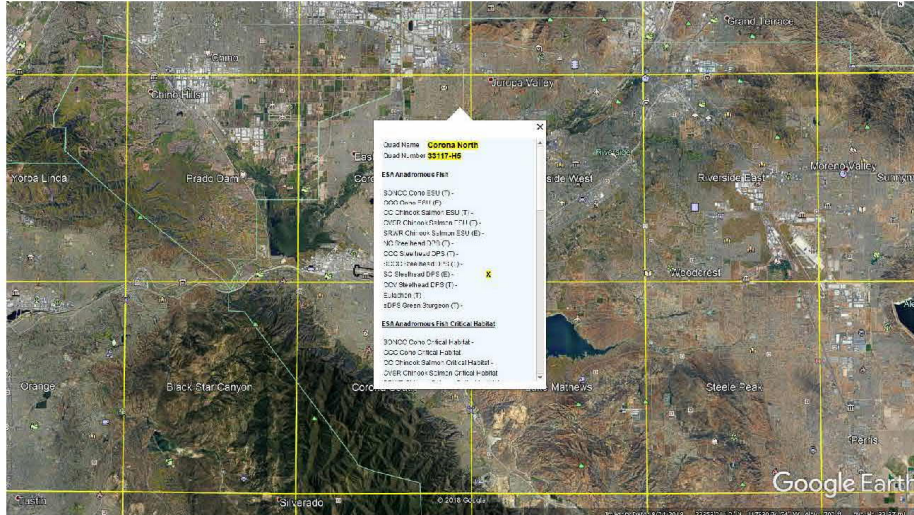
THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

# **ATTACHMENT 6**

## **NMFS Database Search**



NOAA Species List – NMFS WCR CA Species List May 2019



Quad Name **Corona North**

Quad Number **33117-H5**

**ESA Anadromous Fish**

- SONCC Coho ESU (T) -
- CCC Coho ESU (E) -
- CC Chinook Salmon ESU (T) -
- CVSR Chinook Salmon ESU (T) -
- SRWR Chinook Salmon ESU (E) -
- NC Steelhead DPS (T) -
- CCC Steelhead DPS (T) -
- SCCC Steelhead DPS (T) -
- SC Steelhead DPS (E) - **X**
- CCV Steelhead DPS (T) -
- Eulachon (T) -
- sDPS Green Sturgeon (T) -

**ESA Anadromous Fish Critical Habitat**



SONCC Coho Critical Habitat -  
CCC Coho Critical Habitat -  
CC Chinook Salmon Critical Habitat -  
CVSR Chinook Salmon Critical Habitat -  
SRWR Chinook Salmon Critical Habitat -  
NC Steelhead Critical Habitat -  
CCC Steelhead Critical Habitat -  
SCCC Steelhead Critical Habitat -  
SC Steelhead Critical Habitat -  
CCV Steelhead Critical Habitat -  
Eulachon Critical Habitat -  
sDPS Green Sturgeon Critical Habitat -

### **ESA Marine Invertebrates**

Range Black Abalone (E) -  
Range White Abalone (E) -

### **ESA Marine Invertebrates Critical Habitat**

Black Abalone Critical Habitat -

### **ESA Sea Turtles**

East Pacific Green Sea Turtle (T) -  
Olive Ridley Sea Turtle (T/E) -  
Leatherback Sea Turtle (E) -  
North Pacific Loggerhead Sea Turtle (E) -

### **ESA Whales**

Blue Whale (E) -  
Fin Whale (E) -  
Humpback Whale (E) -  
Southern Resident Killer Whale (E) -  
North Pacific Right Whale (E) -  
Sei Whale (E) -  
Sperm Whale (E) -

### **ESA Pinnipeds**

Guadalupe Fur Seal (T) -  
Steller Sea Lion Critical Habitat -

**Essential Fish Habitat**

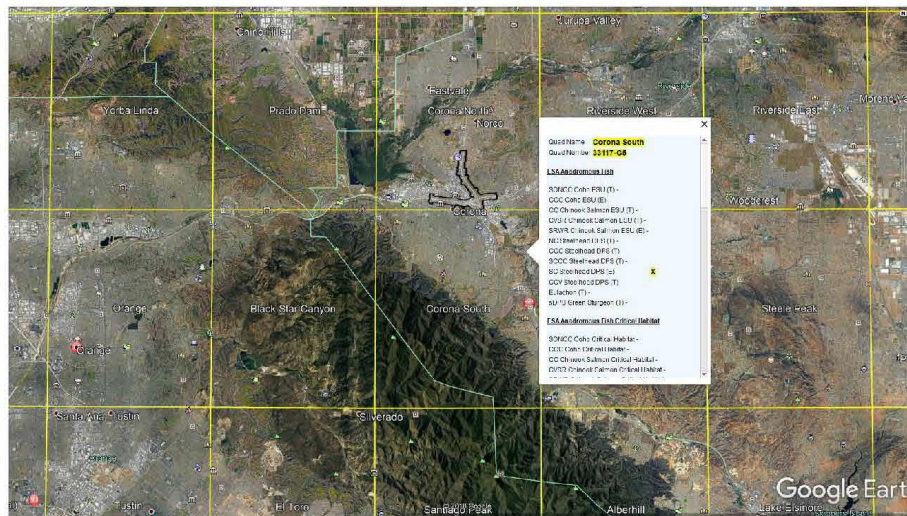
Coho EFH -  
Chinook Salmon EFH -  
Groundfish EFH -  
Coastal Pelagics EFH -  
Highly Migratory Species EFH -

**MMPA Species (See list at left)**

**ESA and MMPA Cetaceans/Pinnipeds**

See list at left and consult the NMFS Long Beach office  
562-980-4000

MMPA Cetaceans -  
MMPA Pinnipeds -



Quad Name **Corona South**

Quad Number **33117-G5**

**ESA Anadromous Fish**

SONCC Coho ESU (T) -  
CCC Coho ESU (E) -  
CC Chinook Salmon ESU (T) -  
CVSR Chinook Salmon ESU (T) -  
SRWR Chinook Salmon ESU (E) -  
NC Steelhead DPS (T) -  
CCC Steelhead DPS (T) -  
SCCC Steelhead DPS (T) -  
SC Steelhead DPS (E) - **X**  
CCV Steelhead DPS (T) -  
Eulachon (T) -  
sDPS Green Sturgeon (T) -

**ESA Anadromous Fish Critical Habitat**

SONCC Coho Critical Habitat -  
CCC Coho Critical Habitat -  
CC Chinook Salmon Critical Habitat -  
CVSR Chinook Salmon Critical Habitat -  
SRWR Chinook Salmon Critical Habitat -  
NC Steelhead Critical Habitat -  
CCC Steelhead Critical Habitat -  
SCCC Steelhead Critical Habitat -  
SC Steelhead Critical Habitat -  
CCV Steelhead Critical Habitat -  
Eulachon Critical Habitat -  
sDPS Green Sturgeon Critical Habitat -

**ESA Marine Invertebrates**

Range Black Abalone (E) -  
Range White Abalone (E) -

**ESA Marine Invertebrates Critical Habitat**

Black Abalone Critical Habitat -

**ESA Sea Turtles**

East Pacific Green Sea Turtle (T) -  
Olive Ridley Sea Turtle (T/E) -  
Leatherback Sea Turtle (E) -  
North Pacific Loggerhead Sea Turtle (E) -

**ESA Whales**

Blue Whale (E) -  
Fin Whale (E) -  
Humpback Whale (E) -  
Southern Resident Killer Whale (E) -  
North Pacific Right Whale (E) -  
Sei Whale (E) -  
Sperm Whale (E) -

**ESA Pinnipeds**

Guadalupe Fur Seal (T) -  
Steller Sea Lion Critical Habitat -

**Essential Fish Habitat**

Coho EFH -  
Chinook Salmon EFH -  
Groundfish EFH -  
Coastal Pelagics EFH -  
Highly Migratory Species EFH -

**MMPA Species (See list at left)**

**ESA and MMPA Cetaceans/Pinnipeds**

**See list at left and consult the NMFS Long Beach office  
562-980-4000**

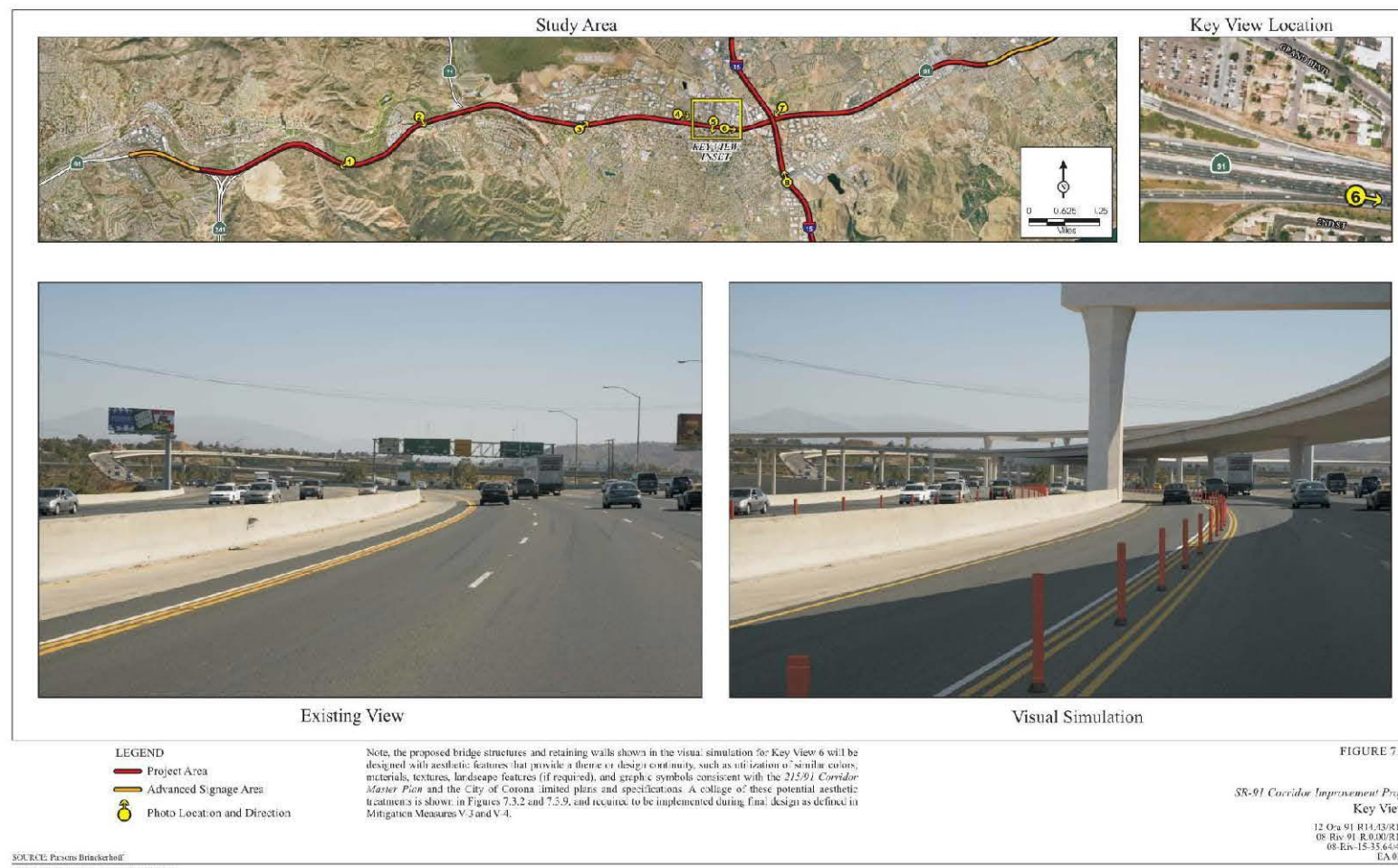
MMPA Cetaceans -  
MMPA Pinnipeds -

# **ATTACHMENT 7**

## **Visual Simulations**



**Key Viewpoint #6, Revised Simulation**  
 Existing view from 2018 (top) and revised simulation (bottom right). The simulation from 2010 can be seen in the lower left image from the original *Visual Impact Assessment*.





**Key Viewpoint #7, Revised Simulation**  
 Existing view from 2018 (top) and revised simulation (bottom right). The simulation from 2010 can be seen in the lower left image from the original *Visual Impact Assessment*.



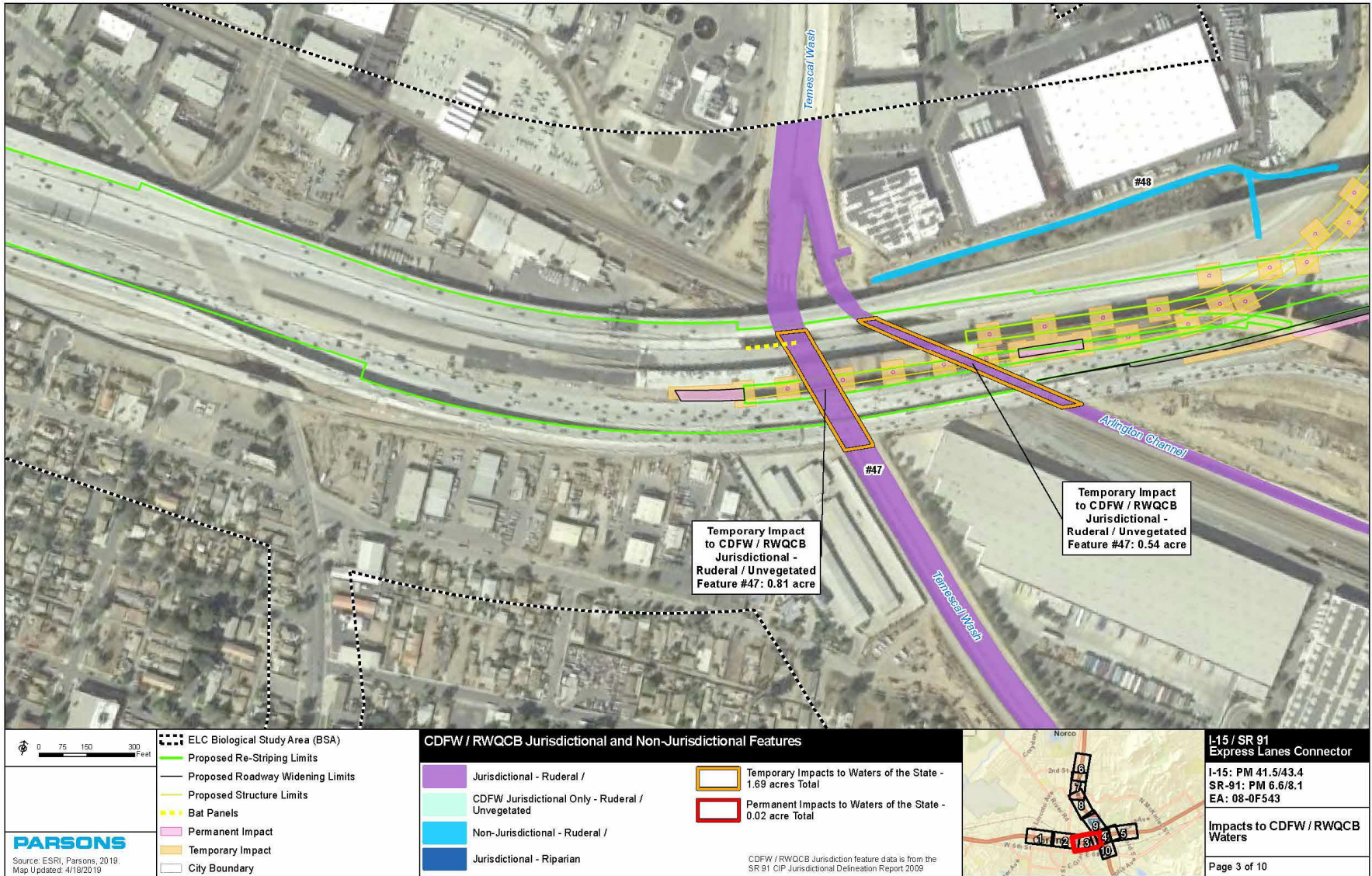
**LEGEND**  
 Project Area  
 Advanced Signage Area  
 Photo Location and Direction

Note: the proposed bridge structures shown in the visual simulation for Key View 7, and any retaining walls or sound walls required within Key View 7 will be designed with aesthetic features that provide a theme or design continuity, such as utilization of similar colors, materials, textures, landscape features (if required), and graphic symbols consistent with the *SR-91 Corridor Master Plan* and the City of Corona limited plans and specifications. A collage of these potential aesthetic treatments is shown in Figures 3-7-18, 3-7-19, and 3-7-20, and required to be implemented during final design as defined in Mitigation Measure V-3 and V-4.

FIGURE 3-7-16  
 SR-91 Corridor Improvement Project  
 Key View 7  
 12-Oct-09-11:43:31.891  
 08-Riv-91-R-0000413.04  
 08-Riv-15-35-64443.14  
 EA 08540

**ATTACHMENT 8**  
**Impacts to CDFW/RWQCB Waters**





0 75 150 300 Feet

- ELC Biological Study Area (BSA)
- Proposed Re-Striping Limits
- Proposed Roadway Widening Limits
- Proposed Structure Limits
- Bat Panels
- Permanent Impact
- Temporary Impact
- City Boundary

**PARSONS**  
Source: ESRI, Parsons, 2019.  
Map Updated: 4/18/2019

**CDFW / RWQCB Jurisdictional and Non-Jurisdictional Features**

- Jurisdictional - Ruderal / CDFW Jurisdictional Only - Ruderal / Unvegetated
- Non-Jurisdictional - Ruderal /
- Jurisdictional - Riparian
- Temporary Impacts to Waters of the State - 1.69 acres Total
- Permanent Impacts to Waters of the State - 0.02 acre Total

CDFW / RWQCB Jurisdiction feature data is from the SR 91 CIP Jurisdictional Delineation Report 2009



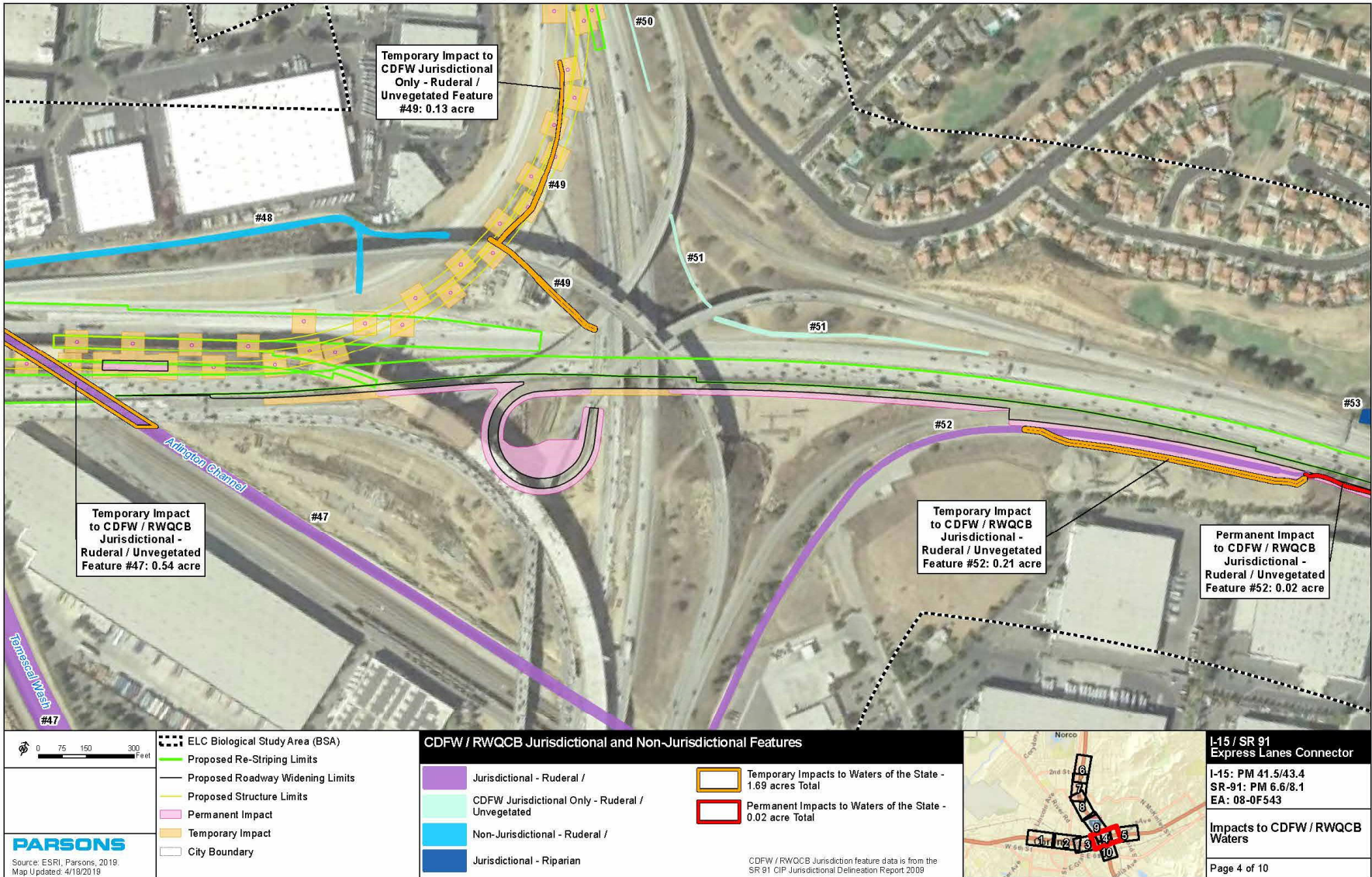
**I-15 / SR 91 Express Lanes Connector**

I-15: PM 41.5/43.4  
SR-91: PM 6.6/8.1  
EA: 08-0F543

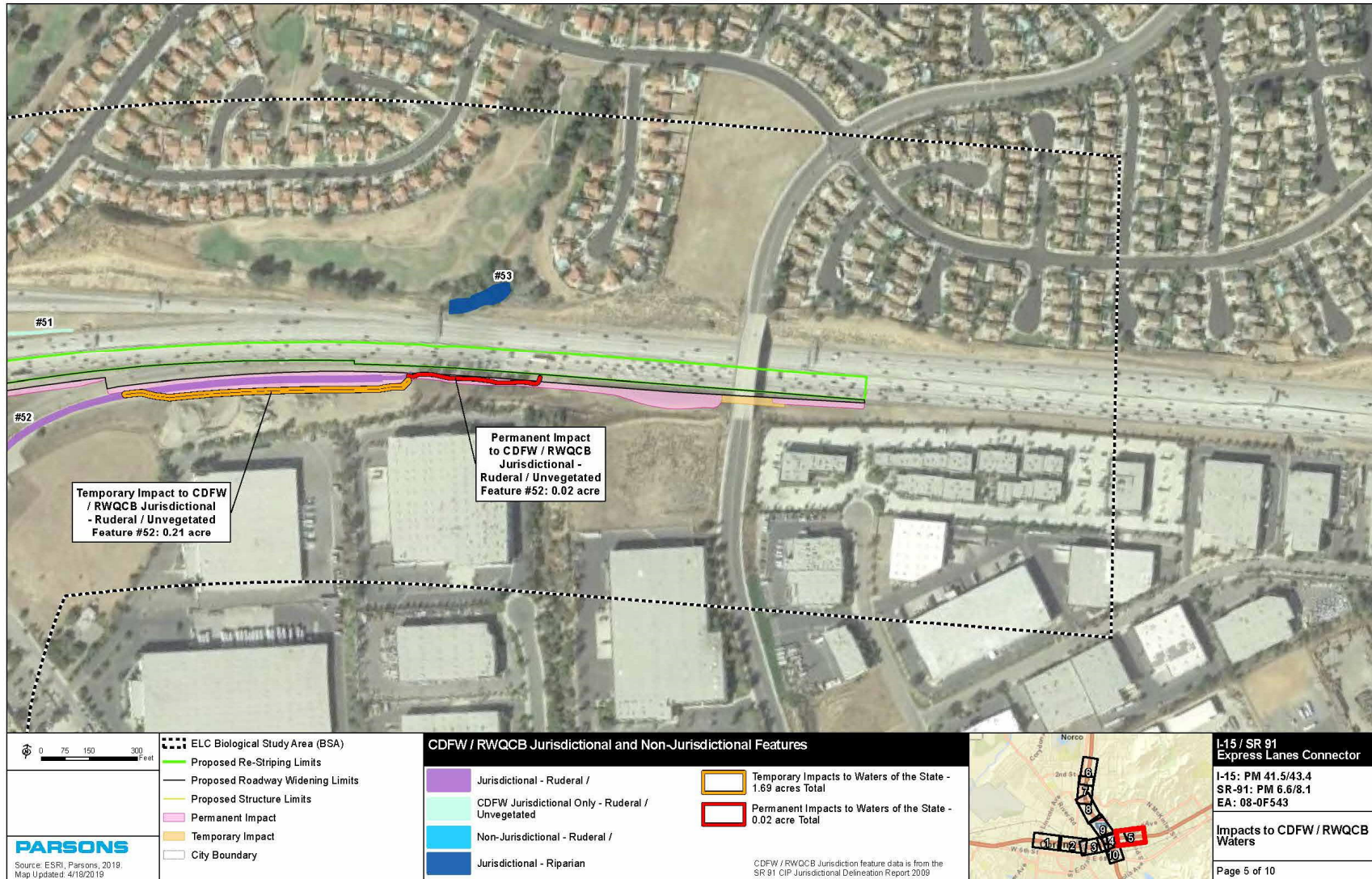
**Impacts to CDFW / RWQCB Waters**

Page 3 of 10









**ATTACHMENT 9**  
**Initial Phase**  
**Environmental Commitments Record**

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures  | Environmental Analysis Source<br>(Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase              | Action(s) Taken to Implement Measure  | Measure Completed<br>(Date and Initials) | Remarks    | Environmental Compliance for Initial Phase<br>YES / NO |   |
|--------|--|---|--|---------------------------|---|--|------------|--|---|
| LU-1   | If a Build Alternative is selected for implementation, the Riverside County Transportation Commission (RCTC) will request the County of Riverside, the County of Orange, and the cities along the alignments of State Route 91 (SR 91) and Interstate 15 (I-15) to amend their respective General Plans to reflect the selected SR-91 Corridor Improvement Project (CIP) alternative and the modification of land use designations for properties that would be acquired for the project which are not currently designated for transportation uses.   | Final EIR/EIS   | RCTC   |                           | The City of Corona will include 91 CIP land use changes in their regular General Plan Update. City of Corona has provided written verification.<br><br>A meeting was held with the County of Riverside on 2/28/2018. County of Riverside does not have an official designation for "transportation use" and does not need to amend the General Plan for that purpose. Land use changes for remnant parcels will occur during standard entitlement process as properties have already been sold for private development. Please see meeting minutes. | 10/23/17;<br>2/28/18                     | AT;<br>JLS | 100% complete for Initial Phase                        | X |
| PR-1   | During final design/construction of the Initial Phase, RCTC will contribute \$100,000 to the planning and implementation of improvements in that area that would support and expand regional trail connectivity.   | Final EIR/EIS   | RCTC   | Final design/construction | RCTC paid CDPR in January 2014  | 8/21/2015                                | SB         | 100% complete for Initial Phase                        | X |
| PR-2   | During final design/construction of the Initial Phase, RCTC will coordinate with State Parks on the aesthetic features that will be included in the project specifications for the proposed retaining wall facing CHSP between SR-71 and the westbound Green River Road off-ramp, consistent with the aesthetic and features required in Measure V 2. The aesthetic treatment will include a texture to simulate a natural type appearance such as a soil or rock surface, or equivalent.  | Final EIR/EIS   | RCTC/Design Builder  | Final design/construction | RCTC submitted design concept and renderings in December 2014. CDPR concurs in February 2015. Final design still needs to be reviewed prior to construction of aesthetic and entrance features.   | 12/2/2016                                | AT         | 100% complete for Initial Phase                        | X |
| PR-3   | To minimize nighttime noise impacts to Chino Hills State Park (CHSP):<br>1. RCTC's Resident Engineer will require the design/build contractor to limit the hours of construction in CHSP to daylight hours (7:00 a.m. to 7:00 p.m.), with the exception of limited periods when evening or night construction is necessary for operational reasons. Operational reasons may include the desire to conduct certain construction activities; such as closing multiple ramps or travel lanes, during night hours to minimize delays to the traveling public. Any night construction must be approved in writing by the RCTC Resident Engineer and coordinated with the District 8 and 12 biologists, the USFWS, and CDFG. | Final EIR/EIS   | Design Builder   | During Construction       | RCTC submitted the wildlife noise and lighting plan to CDFW for review and approval in August 2014. CDFW concurred in October 2014. A variance was approved by the City of Corona to allow night time work within the city limits.  | 11/16/2017                               | AT         | 100% complete for Initial Phase                        | X |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures   | Environmental Analysis Source<br>(Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase                               | Action(s) Taken to Implement Measure   | Measure Completed<br>(Date and Initials) | Remarks                         | Environmental Compliance for Initial Phase<br>YES / NO |
|--------|---|---|--|--|--|--|---------------------------------|--|
| CI-2   | Where property acquisition and relocation are unavoidable, RCTC's Right-of-Way Agents will follow the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and the 1987 Amendments as implemented by the Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted Programs. Appendix D in the Environmental Impact Report/Environmental Impact Statement (EIR/EIS) provides a summary of the RCTC Relocation Assistance Program for implementing the Uniform Act. For properties where a partial acquisition results in the removal of some or all of the parking for the property, RCTC's Right-of-Way Agents will conduct parking studies to investigate the use of adjacent acquisitions for replacement parking, reconfiguring the remaining parking spaces and lots on the property, restriping parking spaces, enlarging parking lots, and reconfiguring driveways and/or delivery locations to reduce the project effects on the property. | Final EIR/EIS   | RCTC   | Prior to construction; during construction | All permanent relocations have occurred. OPC has documentation.<br><br>RCTC is at 85% completion of ROW acquisition and has followed applicable guidelines. (but Attachment 4 in the Reval says "RCTC has followed applicable guidelines") | 9/30/2016 AT                             | 100% complete for Initial Phase | X  |
| CI-3   | Where possible during final design, RCTC's Right-of-Way Agents and the Project Engineer will work with owners of commercial, agricultural, and industrial uses subject to partial property acquisitions to reconfigure those uses on site consistent with applicable local codes and ordinances in such a manner as to enable them to remain in operation. If a commercial or industrial partial acquisition cannot be reconfigured to allow for continued operation, RCTC's Right-of-Way Agents will work with the property owners to either relocate that use to land designated for that given land use, preferably within the boundaries of the study area or to provide compensation for the land pursuant to the provisions of the Uniform Act. If an agricultural use cannot be reconfigured to allow for its continued operation, the property owner will be compensated pursuant to the provisions of the Uniform Act as required in Measure CI-2 and the agricultural use will be discontinued.   | Final EIR/EIS   | RCTC   | Prior to construction                      | RCTC is at 85% (reval says 100%) completion of ROW acquisition and has followed applicable guidelines.   | 8/1/2015 SB                              | 100% complete for Initial Phase | X  |
| CI-4   | During final design and property acquisition, the RCTC Project Engineer and Right-of-Way Agents will work with billboard/property owners, the City of Corona, and the California Department of Transportation's (Department) Outdoor Advertising Unit to find locations for relocating  | Final EIR/EIS   | RCTC   | Final design/ construction                 | Billboard relocations have been identified and are being implemented.  | 8/1/2016 SB                              | 100% complete for Initial Phase | X  |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures   | Environmental Analysis Source<br>(Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase                               | Action(s) Taken to Implement Measure  | Measure Completed<br>(Date and Initials) | Remarks   | Environmental Compliance for Initial Phase<br>YES / NO   |   |
|--------|---|---|--|--|---|--|-----------|--|---|
|        | the affected billboards, within the existing sites where the billboards are currently located or other sites in the City where billboards are allowed. The Right-of-Way Agents will work with the City and the Department's Outdoor Advertising Unit to ensure that the sites for the relocated billboards comply with the requirements in the City of Corona Municipal Code and the Outdoor Advertising Act and Regulations. The Right-of-Way Agents will also work with the billboard/property owners to develop Billboard Relocation Agreements with the City of Corona.   |   |  |  |   |  |           |  |   |
| UES-1  | During final design, the Riverside County Transportation Commission's (RCTC) Project Engineer will prepare utility relocation plans in consultation with the affected utility providers/owners for those utility facilities anticipated to be relocated, removed, and protected in-place. Final design will focus on avoiding utility relocations. If relocation is necessary, final design will focus on relocating utilities within the State right-of-way or within other existing public rights-of-way and/or easements. If relocation outside of existing or the additional public rights-of-way and/or easements required for the project is necessary, final design will focus on relocating those facilities in such a manner as to minimize environmental impacts as a result of project construction and ongoing maintenance and repair activities. The utility relocation plans will be included in the project specifications. Prior to and during construction, the RCTC Resident Engineer will ensure that the components of the utility relocation plans provided in the project specifications are properly implemented by the design/build contractor. | Final EIR/EIS   | Design Builder/RCTC  | Prior to construction; during construction | <p>Coordination has been occurring between design and environmental regarding final relocation of utilities. Two remaining RFC plans will be completed by Nov. 2015.</p> <p>ReValidation 2 - Approved 9/17/13<br/>ReValidation 10 - Approved 9/21/15</p> <p>Remaining RFC plans are completed.</p> <p>Last utility (sewer at Yorba St and Pleasantview Ave) completed first week of Sept. 2017.</p> | 2/3/17;<br>9/12/17                       | AT;<br>AT | 100% complete for Initial Phase  | X |
| UES-2  | Prior to and during construction, RCTC's Resident Engineer will require the design/build contractor to coordinate all temporary ramp and lane closures and detour plans with law enforcement, fire protection, and emergency medical service providers to minimize temporary delays in emergency response times as part of the Final Transportation Management Plan (TMP) and Final Ramp Closure Study required in Measures T-1 and T-2, including the identification of alternative routes and routes across the construction areas for emergency vehicles developed in coordination with the affected agencies.   | Final EIR/EIS   | Design Builder   | Prior to construction; during construction | <p>TMP: Final TMP has been completed and signed.</p> <p>City of Corona approved proposed haul routes using city streets.</p> <p>Caltrans approved the September 2015 Ramp Closure Study October 16, 2015.</p> <p>Amendment #1 to the Ramp Closure Study/Reval 24 approved on 08/29/16.</p>  | 11/3/2016                                | AT        | Overall 95% Complete and will remain so until project completion; however, 100% complete for Initial Phase | X |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures  | Environmental Analysis Source<br>(Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase                               | Action(s) Taken to Implement Measure   | Measure Completed<br>(Date and Initials) | Remarks  | Environmental Compliance for Initial Phase<br>YES / NO |
|--------|--|---|--|--|--|--|--|--|
|        |  |   |  |  | Amendment #2 to the Ramp Closure Study/Reval 26 approved on 10/10/2016   |  |  |  |
| UES-3  | Prior to and during any construction activities, the RCTC Project Engineer will require the design/build contractor to implement the following to minimize the risk of fires during construction: Coordinate with the applicable local fire department to identify and maintain defensible spaces around active construction areas.; Coordinate with the applicable local fire department to identify and maintain firefighting equipment (extinguishers, shovels, water tankers) in active construction areas.; Prohibit the use of mechanized equipment or equipment that could throw off sparks in areas adjacent to open space or undeveloped land, including areas adjacent to CHSP.; Post emergency services phone numbers (fire, emergency medical, police) in visible locations in all active construction areas.  | Final EIR/EIS   | Design Builder   | Prior to construction; during construction | Design Builder has prepared and currently implements a safety plan and crisis management plan.   | 2/2/2017 AT                              | Overall 95% Complete and will remain so until project completion; however, 100% complete for Initial Phase | X  |
| UES-4  | The final design of the SR-91 CIP Build Alternatives will include closing gaps so there is the equivalent of a continuous barrier 30 to 36 inches high on the edge of the shoulder on both westbound and eastbound SR-91 from SR-71 to SR-241, as follows: 2. Ultimate Project: Close gaps to provide an equivalent continuous barrier 30 to 36 inches high on the edge of shoulder on SR-91 in both directions between Green River Road and SR-241 meeting Department standards applicable at the time.   | Final EIR/EIS   | RCTC   | Prior to construction                      | 3 foot barrier is identified on pkg B plans from SR 71 to Orange County line. Installation of the 3-foot barrier completed on the westbound side of SR-91; the eastbound barrier will be installed during the Ultimate Phase.  | 9/11/2017 AT                             | 100% complete for Initial Phase  | X  |
| T-1    | Transportation Management Plan. During final design, the Riverside County Transportation Commission's (RCTC) Project Engineer direct a qualified traffic engineer to prepare the Final Traffic Management Plan (TMP), which will be based on the Preliminary TMP developed for the Project Report, to address specific short-term traffic impacts during construction of the project. The objectives of the Final TMP are to: Maintain traffic safety during construction Effectively maintain an acceptable level of traffic flow throughout the transportation system during construction Minimize traffic delays and facilitate reduction of overall duration of construction activities Minimize detours and impacts to pedestrians and bicyclists Foster public awareness of the project and related impacts Achieve public acceptance of construction of the project and the Final TMP measures. | Final EIR/EIS   | RCTC/Design Builder  | Prior to construction                      | TMP being implemented. Public outreach plan being implemented. RCTC and design builder hold management of ramp closure study, traffic and public outreach task force meeting to deal with traffic management issues. Public outreach is documented in the monthly Construction Progress Report to RCTC.<br><br>Caltrans approved the September 2015 Ramp Closure Study October 16, 2015.<br><br>Amendment #1 to the Ramp Closure | 8/1/15; 11/6/15 SB; AT                   | Overall 95% Complete and will remain so until project completion; however, 100% complete for Initial Phase | X  |



| ECR ID | Avoidance, Minimization, and/or Mitigation Measures   | Environmental Analysis Source<br>(Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase | Action(s) Taken to Implement Measure   | Measure Completed<br>(Date and Initials) |  | Remarks | Environmental Compliance for Initial Phase<br>YES / NO |
|--------|---|---|--|--------------|--|--|--|---------|--|
|        | <p>RCTC will submit the Final TMP to the California Department of Transportation (Department) for review and approval during final design and prior to any construction activities.</p> <p>The existing Preliminary TMP and Ramp Closure Study contains the following elements intended to reduce traveler delay and enhance traveler safety. These elements will be refined during final design and incorporated in the Final TMP for implementation during project construction.</p> <p>Public Information/Public Awareness Campaign (PAC). The primary goal of the PAC is to educate motorists, business owners/operators, residents, elected officials, and government agencies about construction activities and associated impacts. The PAC is an important tool for reaching target audiences with important construction project information and will include, but not be limited to: Rideshare information Brochures and mailers Media releases Paid advertising Public meetings Broadcast fax and email services Telephone hotline Notification to targeted groups Commercial traffic reporters/feeds Project website Visual information Local cable television and news Internet postings</p> <p>Traveler Information Strategies. The effective implementation of a traveler information system during construction is crucial for enabling motorists to make informed decisions about their travel plans and options with real-time traffic information. That real-time traffic information will include information on lane closures, detours, delays, access to adjacent land uses, "businesses are open" signing, and other signing and information to assist travelers in navigating through and in construction areas. Key components of this system will include, but not be limited to: Fixed changeable message signs Portable changeable message signs Ground-mounted signs Automated work zone information systems Highway advisory radio Lane closure website Department highway information network Bicycle and pedestrian information Commute Smart website Incident Management. Effective incident management will ensure that incidents in construction areas are cleared quickly and do not lead to substantial delays for the traveling public through work zones. Incident management includes, but is not limited to: Construction</p> |   |  |              | <p>Study/Reval 24 approved on 08/29/16.</p> <p>Amendment #2 to the Ramp Closure Study/Reval 26 approved on 10/10/2016.</p> |  |  |         |  |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures   | Environmental Analysis Source<br>(Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase               | Action(s) Taken to Implement Measure  | Measure Completed<br>(Date and Initials) |    | Remarks   | Environmental Compliance for Initial Phase<br>YES / NO |  |
|--------|---|---|--|----------------------------|---|--|----|---|--|--|
|        | <p>Zone Enhanced Enforcement Program (COZEEP)<br/>           Freeway service patrol for construction Traffic surveillance stations Transportation Management Center Unit 370 Traffic management team Towing services Construction Strategies. The Final TMP will include procedures to lessen the effect of typical construction activities and will include, but not be limited to, consideration of the following: Conflicts with other projects and special events Construction staging alternatives Mainline lane closures Local road closures Ramp/connector closures Pedestrian and bicycle detours and facility closures Traffic control improvements Coordination with other projects Project phasing Traffic screens Truck traffic restrictions Demand Management. Temporarily reducing the overall traffic volumes on the project segments of State Route 91 (SR-91) and Interstate 15 (I-15) could reduce the short-term adverse effects of construction on traffic operations. The Final TMP will include, but not be limited to, the following strategies that could reduce vehicular demand in the study area during project construction: Rideshare incentives Transit services Shuttle services Variable work hours/telecommuting High-occupancy vehicle (HOV) lanes/ramps Park-and-ride lots Alternate Route Strategies. The Final TMP will provide strategies for notifying motorists, pedestrians, and bicyclists, especially interregional commuters, of planned construction activities. This notification will allow travelers to make informed decisions about their travel plans, including the consideration of possible alternate routes. The Final TMP will consider the development of alternate routes for motorists to address the following: Mainline lane closures Ramp/connector closures Local road closures Temporary highway or shoulder use Local street improvements Temporary detours and closures of bicycle and pedestrian facilities Traffic signal coordination<br/>           RCTC's Resident Engineer will ensure that the measures in the Final TMP are properly implemented by the design/build contractor prior to and during construction.</p> |   |  |                            |   |  |    |   |  |  |
| T-2    | <p>Management of Ramp Closures. During final design, RCTC's Project Engineer will direct a qualified environmental planner to develop the Final Ramp Closure Study to address specific short-term impacts</p>   | Final EIR/EIS   | Design Builder   | Final design/ construction | Draft Ramp Closure Study completed by Parsons Brinkerhoff in January of 2010, and is being utilized by the Design Builder as final. | 11/6/2016                                | AT | Overall 95% Complete and will remain so until project | X  |  |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures  | Environmental Analysis Source<br>(Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase                  | Action(s) Taken to Implement Measure   | Measure Completed<br>(Date and Initials) | Remarks  | Environmental Compliance for Initial Phase<br>YES / NO |   |
|--------|--|---|--|-------------------------------|--|--|--|--|---|
|        | associated with ramp closures longer than 10 days during construction. The objectives of the Final Ramp Closure Study will be to: Minimize inconvenience to the traveling public.; Minimize closures.; Avoid or minimize concurrently multiple closures where possible.; Coordinate closures as needed with other projects and activities. Prior to and during construction, RCTC's Resident Engineer will ensure that the measures included in the Final Ramp Closure Study are properly implemented by the design/build contractor.  |   |  |                               | Per RCT-AWJ-LTR-0139, Caltrans and RCTC granted the DB permission to use the draft report only if the DB provides a memorandum stating that ramp closures in the draft study will remain unchanged. If any changes do occur, the Design Builder will provide a new Ramp Closure Study.<br><br>ReValidation 13 - Approved 7/6/15<br><br>Caltrans approved the September 2015 Ramp Closure Study October 16, 2015.<br><br>Amendment #1 to the Ramp Closure Study/Reval 24 approved on 08/29/16.<br><br>Amendment #2 to the Ramp Closure Study/Reval 26 approved on 10/10/2016. |  | completion; however, 100% complete for Initial Phase |  |   |
| T-3    | Fair Share Contributions. RCTC's Project Manager will ensure that RCTC pays the fair share contribution for the project-related impacts at area intersections. Those fair shares are shown by intersection in Table T-3.1. The recommended improvements include additional turn and through lanes. Summaries of the improved intersection delays and levels of service (LOS) are provided in Tables T-3.2, T-3.3, and T-3.4 for 2015 with the Initial Phase of Alternative 2, Design Year 2035 with Alternative 1, and Design Year 2035 with Alternative 2 conditions, respectively. | Final EIR/EIS   | RCTC   | During Construction           | For the initial phase, local street improvements are included as part of RFC plans. Co-op agreement with the City of Corona, for project improvements, has been executed.  | 11/16/17;<br>1/31/28                     | AT;<br>JLS   | 100% complete for Initial Phase                        | X |
| T-4    | During final design, the RCTC Project Engineer will ensure that the final design and project specifications for the widened areas in the undercrossings on SR-91 and I-15 include appropriate lighting for vehicles and pedestrians. The RCTC Project Engineer will also assess the need for additional lighting in the original parts of the undercrossings in the event the longer undercrossings result in the need for additional lighting in  | Final EIR/EIS   | RCTC/Design Builder  | Final design/<br>construction | Lighting measures associated with this commitment are incorporated in all final design packages.<br><br>Coordination with the City of Corona further supports compliance. On 2/3/17 Nelson confirmed all their concerns regarding lighting at  | 2/3/17;<br>7/10/17                       | AT;<br>AT  | 100% complete for Initial Phase                        | X |

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|--------|--|---|--|---------------------|--|--|--|--|
|        | those areas. That additional lighting, if any, will also be shown in the project specifications. The RCTC Project Engineer will have any lighting considered at Coal Canyon reviewed and approved by the Project Biologist prior to incorporation in the project specifications to ensure the lighting does not affect the use of Coal Canyon as a wildlife crossing.<br>During construction, the RCTC Resident Engineer will require the design/build contractor to implement the lighting in undercrossings as shown in the project specifications.  |   |  |                     | undercrossings have been resolved.<br><br>Additional lighting was installed at both E. Grand and 91/71 undercrossings.   |  |  |  |
| V-1    | Structure Elements. To address adverse impacts of the project structures, the Project Engineer will direct a qualified landscape architect to ensure that the final project design incorporates the mitigation and minimization elements A–D, below, and that these enhancements to structures are incorporated in the design and construction of sound walls, retaining walls, and bridge elements and will not be “follow-up” enhancements. During construction, RCTC’s Resident Engineer will ensure that the design/build contractor constructs the retaining and sound walls, medians, bridges, and other structures consistent with aesthetic and design features included in the project specifications. RCTC’s Resident Engineer will ensure that those aesthetic and design features are constructed during the construction phase when the impact occurs.<br>A. Sound walls in low-density, developed areas or those fronting private property will be heavily textured (i.e. split-face or fractured rib) and integrally colored to minimize reflected glare and visual mass. Sound walls facing public-use areas (parks, streets, etc.) will incorporate textures and color as above plus site-specific aesthetic features (local or historical references) to minimize/mitigate impacts to community character and to restore a “sense of place.” Specific color selection for sound walls will be determined by the 215/91 Corridor Master Plan.<br>B. Retaining walls (including walls associated with bridge structures) will be heavily textured (i.e., split-face or fractured rib) to minimize glare and visual mass. Retaining walls facing public use areas (parks, streets, etc.) over 9 feet (ft) high will be heavily textured (i.e., split-face or fractured rib) and include site-specific | Final EIR/EIS   | RCTC/Design Builder  | During construction | Draft PALM approved in February 2015 and aesthetic concepts are being implemented in Final Design Plans.<br><br>Design packages approved as follows:<br>Package A - 3/9/2015<br>Package B - 3/3/2015<br>Package C - 2/24/2015<br>Package D - 3/2/2015<br>Package E - 2/28/2015<br>Package F - 12/5/2014<br>Package G - 12/19/2014<br><br>Design packages final approvals:<br>Package A - 1/18/16<br>Package B - 5/16/17<br>Package C - 5/17/17<br>Package D - 5/17/17<br>Package E - 5/17/17<br>Package F - 5/18/17<br>Package G - 5/18/17<br><br>Vines were incorporated where possible - Wall M-1a on Frontage Road and Wall W-1 at the Main Street eastbound on-ramp.<br><br>Vines were not possible at all sound wall locations because :<br>1. Paving associated with the wall, either the wall was sitting above a | 2/9/2017 AT                              | Overall 90% Complete; however, 100% complete for Initial Phase | X  |

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|--------|---|---|--|---------------------|---|--|--|--|
|        | <p>aesthetic features (local or historical references). Color (integral or applied) is not required for retaining walls.</p> <p>C. In addition to texture and color as described in A and B, above, sound walls and retaining walls with low-density development or recreational viewer groups will include planting of trees or trees and shrubs, and vines at the base of the walls (non-motorist side) to minimize loss of visual unity. Plantings will be local native species or ornamental species that require no irrigation after establishment. These plantings will not require permanent irrigation.</p> <p>D. Slope paving in all areas with bicyclist and pedestrian viewers will include texture (i.e. stamped slate). In urban areas, slope paving will direct a qualified landscape architect to incorporate site-specific aesthetic features in addition to texture. Texture and pattern will be used to minimize the visual impacts of increased hard surface, and reinforce community identify, offsetting reduced community connectivity associated with increased bridge widths.</p>   |   |  |                     | <p>retaining wall, barrier, or adjacent to paving.</p> <p>2. Lack of maintenance access, mostly to the back side of walls that were on grade.</p> <p>3. Inability to get irrigation to the walls (along the properties along the Frontage Road).</p> <p>4. Other project structures interfered with the planting area.</p> <p>Reval 29 approved 12/14/2017</p>  |  |  |  |
| V-2    | <p>Highway Planting: RCTC's Project Engineer will direct a qualified landscape architect to ensure that replacement planting to mitigate the loss of existing landscaping is included in the final design. Replacement planting will be funded with the project's construction and will include no less than 3 years of plant establishment. All planting must be reviewed and approved by the Caltrans District 8 Landscape Architect.</p> <p>RCTC's Project Engineer will ensure that the replacement planting is under construction within 2 years of acceptance of the highway contract that damaged or removed the existing planting.</p> <p>RCTC's Project Engineer will direct a qualified landscape architect to ensure the project plans show that where plantable right-of-way is reduced (as at Main Street), replacement planting will be trees, shrubs, vines, ground cover, permanent irrigation, and enhanced structural elements. Enhanced structural elements will minimize the impact of reduced planting areas. Enhanced structural elements will include enhanced pedestrian facilities (such as pavement treatments, graphics, or above-standard decorative pedestrian lighting) and may incorporate community entry features into the structures.</p> | Final EIR/EIS   | Design Builder   | During construction | <p>Draft PALM approved by RCTC in February 2015. Design plans include highway replacement planting. Additional aesthetic structural features are being added to project areas where plantable right of way is reduced (Corona gateway areas).</p> <p>Trees will be planted after landscaping plans are approved.</p> <p>Design packages final approvals:<br/>           Package A - 1/18/16<br/>           Package B - 5/16/17<br/>           Package C - 5/17/17<br/>           Package D - 5/17/17<br/>           Package E - 5/17/17<br/>           Package F - 5/18/17<br/>           Package G - 5/18/17</p> | 5/22/2017 AT                             | Overall 95% Complete and will remain so until project completion; however, 100% complete for Initial Phase | X  |

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|--------|---|---|--|--------------|--------------------------------------|--|--|---------|--|--|
|        | <p>RCTC's Project Engineer will direct a qualified landscape architect to ensure that the project plans show that where plantable right-of-way is eliminated (as at residential areas on both sides of State Route 91 [SR-91] between just east of Lincoln Boulevard to approximately 400 ft west of East Grand Boulevard), the loss will be mitigated by off-site planting. Planting of street trees or other approved planting such as vines with permanent irrigation in City right-of-way such as at the base of retaining walls at Bollero Place and the 600 to 700 block of West Second Street will minimize the loss of existing landscape. The off-site tree planting will minimize the visual presence of the widened adjacent mainline. Replacement of existing trees by new street trees will be at a 1:1 (new tree to existing tree) ratio. To minimize the visual loss of the mature existing trees, these mitigating/replacement street trees will be planted at no less than 36 in box size.</p> <p>RCTC's Project Engineer will direct a qualified landscape architect to ensure that where plantable right-of-way is eliminated without the prospect of site-adjacent mitigation (as at the industrial areas just east of East Grand Boulevard or the above residential areas if street planting is not accepted by the City), the loss will be mitigated by planting within the project limits. This planting will be at a 4:1 (new tree to existing tree) ratio. If vehicle recovery distances prohibit tree planting in any selected area, mitigation planting may be achieved at a ratio of 10 new shrubs to 1 existing tree. For this mitigation planting, all trees will be no less than 15-gallon size and all shrubs will be no less than 5-gallon size.</p> <p>RCTC's Project Engineer will direct a qualified landscape architect to ensure that the project plans show that all mitigation planting within the State right-of-way, where appropriate, will include native tree, shrub, and vine species, and include temporary irrigation for establishment. Replacement planting will include permanent irrigation. The Project Engineer will refer to the Project Development Procedures Manual (PDPM) for the California Department of Transportation's (Department) policy regarding planting, and Measures V-2 and V-3 above.</p> <p>RCTC's Resident Engineer will ensure that the design/build contractor properly implements the</p> |   |  |              |                                      |  |  |         |  |  |

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|--------|---|---|--|----------------------------|---|--|---------------------------------|--|
|        | landscaping and structural treatment components described in Measures V-1 through V-4.  |   |  |                            |   |  |                                 |  |
| V-3    | Light and Glare. To reduce glare, RCTC's Project Engineer will ensure that the project plans specify lighting fixtures with non-glare hoods and that lighting is designed to illuminate only the right-of-way. The lighting plans will require the review and approval of the Department and applicable cities and counties before construction to assure compliance with their applicable policies regarding public street lighting. RCTC's Project Engineer will coordinate with the City of Corona and other applicable cities and counties to ensure that sufficient lighting is provided as part of the improvements to local streets within the project limits, consistent with applicable local policies and street lighting codes. Increased glare from walls, structures and pavement will be minimized by measures identified in V-2 and V-3. RCTC's Resident Engineer will ensure that the project lighting plan included in the project specifications is implemented by the design/build contractor during construction.   | Final EIR/EIS   | Design Builder   | During construction        | Final design plans include placement/specifications of lighting that is compliant Caltrans and local standards/policies. Approved as of April 2015 as part of RFC packages.   | 12/1/2016 AT                                       | 100% complete for Initial Phase | X  |
| V-4    | Graffiti Reduction, Removal and Control. During final design, the RCTC Project Engineer will incorporate vine planting on all sound barriers in the project specifications to reduce the potential for graffiti and to soften the appearance of those walls, consistent with the Highway Design Manual, Index 902.3(5). After the construction of each sound barrier, the RCTC Resident Engineer will require the design/build contractor to install vine planting consistent with the project specifications and the planting requirements in Measure V-3. The Department and the City of Corona have existing ongoing maintenance programs for the control and removal of graffiti. Those programs would apply to all new and modified structures in Alternatives 1 and 2, on public and private property, as appropriate. Key components of those programs are: Department Program. Chapter D1, Litter, Debris, and Graffiti (July 2006), in the Caltrans Maintenance Manual (Volume 1, January 2011) describes the Department's maintenance program for the control and removal of graffiti. Key program components applicable to the project features in Alternatives 1 and 2 are: Use of recycled paint for | Final EIR/EIS   | Design Builder/RCTC  | Final design/ construction | PALM approved on February 2015. Design Builder including plantings on sound walls as part of Landscape Plans.<br><br>Vines were incorporated where possible - Wall M-1a on Frontage Road and Wall W-1 at the Main Street eastbound on-ramp.<br><br>Vines were not possible at all sound wall locations because :<br>1. Paving associated with the wall, either the wall was sitting above a retaining wall, barrier, or adjacent to paving.<br>2. Lack of maintenance access, mostly to the back side of walls that were on grade.<br>3. Inability to get irrigation to the walls (along the properties along the Frontage Road). | 8/25/17;<br>9/15/17;<br>12/14/17 AT;<br>AT;<br>JLS | 100% complete for Initial Phase | X  |

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|--------|---|---|--|---------------------------|---|--|------------------|---------------------------------|--|--|
|        | various structures and matching paint used to cover graffiti with the original paint color on the structure. Use of physical devices such as rat guards, sign hoods, razor wire, and glare screen patches to limit access to facilities targeted by taggers. Replacement of ground-mounted signs with signs that have protective coatings or application of protective coatings to signs. City of Corona Program. Chapter 9.30, Graffiti Abatement Procedure, in the Corona Municipal Code, describes the City's procedures related to the prohibition of graffiti in the City and the graffiti removal process. Methods for the removal of graffiti include power washing, gel removers, and painting.   |   |  |                           | 4. Other project structures interfered with the planting area.<br><br>Revalidation 29 approved<br>12/14/2017  |  |                  |                                 |  |  |
| V-5    | Construction Plan. To address adverse impacts associated with views of construction access and staging areas, the Riverside County Transportation Commission's (RCTC) Resident Engineer will require the design/build contractor to construct the project in accordance with California Department of Transportation (Caltrans) Standard Construction Specifications, including appropriate measures to address visual impacts during construction.   | Final EIR/EIS   | RCTC/Design Builder  | During construction       | Visual mitigation measures are being implemented, and will continue to be implemented until project completion.   | 12/1/2016                                | AT               | 100% complete for Initial Phase | X  |  |
| CR-1   | Replacement of Trees in the Grand Boulevard Historic District. The requirements of Measure V-3 related to highway planting would apply to the replacement of the 18 trees in the Grand Boulevard Historic District. In addition, the following will be implemented during the design/build phase regarding the removal and replacement of the 18 trees in the Grand Boulevard Historic District: The RCTC Project Engineer will require the design/build contractor to replace all trees removed from the Historic District at a ratio of 1:1. The RCTC Project Engineer will require the design/build contractor to install replacement trees that are compatible with the existing plantings in the Grand Boulevard Historic District and with the overall character of the Historic District, and that the replacement trees be identified in consultation with the City of Corona, the California Department of Transportation (Department) District Landscape Architect, and a Professional Qualified Staff Architectural Historian from the District. The RCTC Project Engineer will require the construction contractor to install all replacement trees no later than the completion of | Final EIR/EIS   | RCTC   | Final design/construction | 23 trees have been identified as contributing to the historic district that will be replaced per coordination with City of Corona and as applicable RCTC and Caltrans. June 2014 memo and location map satisfactorily documents which trees will be removed. Coordination will occur for identifying location and type of replacement trees within City of Corona ROW. Additional trees were removed due to design change and utility relocations.<br><br>Two queen palms have been added (May 2017) to the Package E plan set.<br><br>Three California Fan Palms were added to the Historic District to complete replacement requirements. | 5/19/17;<br>9/12/17;<br>10/6/17          | AT;<br>AT;<br>AT | 100% complete for Initial Phase | X  |  |



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|--------|---|---|--|---------------------|--|--|----|---------------------------------|--|--|
|        | construction activities in the Grand Boulevard Historic District.   |   |  |                     | To meet the City's/Historical Society's request for larger trees, RCTC directed 20-25' of clear brown trunk to be planted on E. Grand Ave, between 2nd and 3rd Street.<br><br>The three additional trees were planted 9/27/17. |  |    |                                 |  |  |
| CR-2   | Discovery of Cultural Materials. If cultural materials are discovered during construction, the RCTC Project Engineer will require the design/build contractor to divert all earthmoving activity within and around the immediate discovery area until a qualified archaeologist can assess the nature and significance of the find.   | Final EIR/EIS   | RCTC   | During construction | Currently being implemented for pre-construction ground disturbance activities.  | 11/3/2016                                | AT | 100% complete for Initial Phase | X  |  |
| CR-3   | Discovery of Human Remains. If human remains are discovered during construction, State Health and Safety Code Section 7050.5 states that further disturbances and activities shall cease in any area or nearby area suspected to overlie remains and the County Coroner shall be contacted. Pursuant to Public Resources Code (PRC) Section 5097.98, if the remains are thought to be Native American, the Coroner will notify the Native American Heritage Commission (NAHC), which will then notify the Most Likely Descendant (MLD). At that time, the Department's District 8 Environmental Branch Chief or the District 8 Native American Coordinator (Gary Jones, [909] 383-7505) will be contacted so they may work with the MLD on the respectful treatment and disposition of the remains. Further provisions of PRC 5097.98 are to be followed as applicable. | Final EIR/EIS   | RCTC/Design Builder  | During construction | To date, human remains have not been encountered on the project site.  | 11/3/2016                                | AT | 100% complete for Initial Phase | X  |  |
| CR-4   | During final design, the RCTC Project Manager and Department Cultural 1) Resources Professionally Qualified Staff will coordinate with representatives from the Pechanga Band of Mission Indians to identify areas in the project disturbance limits considered sensitive to the Tribe. 2) During final design, the RCTC Project Engineer will identify on the project plans all areas that require monitoring by a Native American Monitor during site preparation, disturbance, and grading. 3) During all site preparation, disturbance, and grading, the RCTC Resident Engineer will require the design/build contractor to have a Native American monitor present and conducting monitoring activities in all areas identified by  | Final EIR/EIS   | RCTC/Design Builder  | Final design        | At the June 2014 Environmental Task Force it was identified that Pechanga lands were outside of the project area. No monitoring is necessary.  | 8/1/2015                                 | SB | 100% complete for Initial Phase | X  |  |

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|--------|--|---|--|-------------------------------|--|--|-----------|---------------------------------|--|--|
|        | the Pechanga Band of Mission Indians as sensitive, as shown in the project specifications.   |   |  |                               |  |  |           |                                 |  |  |
| CR-5   | <p>Condition for the Grand Boulevard Historic District: Acorn-Style Streetlights. The following condition will be implemented during the project design/build phase regarding the removal, temporary storage, and relocation of up to seven existing acorn-style streetlights within the project disturbance limits in the Grand Boulevard Historic District:</p> <ul style="list-style-type: none"> <li>- The Riverside County Transportation Commission (RCTC) Project Engineer will require the design/build contractor to clearly indicate on the final plans the locations of up to seven acorn-style streetlights in the project disturbance limits that are to be removed at the beginning of construction in those areas and to identify the locations where the removed streetlights would be reinstalled.</li> <li>- The RCTC Resident Engineer will require the design/build contractor to remove and, as necessary, dismantle the affected acorn-style streetlights and to place them in containers appropriate for storing those fixtures during the project construction period.</li> <li>- The RCTC Resident Engineer will require the design/build contractor to store the containers holding the acorn-style streetlights in a secure location protected from public access and weather.</li> <li>- The RCTC Project Engineer will require the design/build contractor to verify that the locations identified for the reinstallation of the affected streetlights are acceptable to the City of Corona and consistent with the City's requirements for the siting of streetlights.</li> <li>- The RCTC Resident Engineer will require the design/build contractor to reinstall the acorn-style streetlights at the locations designated in the final plans when no further construction/disruption will occur at those locations, as follows: <ul style="list-style-type: none"> <li>- The streetlights will be reinstalled as close to their original locations as possible, based on the project design and available space, in a manner consistent with the other acorn-style streetlights in the Grand Boulevard Historic District and with the City of Corona requirements for the siting of streetlights.</li> <li>- If any of the acorn-style streetlights cannot be reinstalled at or near their original locations, they will be</li> </ul> </li> </ul> | Final EIR/EIS   | Design Builder   | Final design/<br>construction | <p>During July 2014, ten (10) acorn-style street lights were satisfactorily removed from within the planned project limits. AWJV is storing 5 poles and has transferred 5 poles to City of Corona. Documentation is on file for compliance verification with this portion of this measure.</p> <p>On October 29, 2015 Andrew Walters, Caltrans Principal Architectural Historian, approved the Acorn-Style Decorative Light Design Plan.</p> <p>As of Dec. 2016, 5 poles had been re-installed. The City will return the remaining 5 poles and direct location for RCTC/Contractor to install.</p> <p>Acorn-style light replicas (5) were installed at the East Grand Ave undercrossing the first week of July 2017. On 7/7/17, a site visit with Andrew Walters was performed. On 7/18/17 an e-mail addressed to Andrew Walters was sent to document the installation and location of those lights.</p> | 2/3/17;<br>7/31/17                       | AT;<br>AT | 100% complete for Initial Phase | X  |  |

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|--------|--|---|--|--|--|--|----|--|--|--|
|        | reinstalled elsewhere within the boundaries of the Grand Boulevard Historic District, focusing on locations where acorn-style lights have previously been removed as long as those locations are consistent with the historic spatial relationships of the Historic District and with the City of Corona requirements for the siting of streetlights; and<br>- If the lights cannot be reinstalled as described above, the RCTC Project Engineer will consult with the City of Corona to identify alternative locations.<br>- The RCTC Resident Engineer will require the construction contractor to have an architectural historian on site during the removal, dismantling, and reinstallation of the acorn-style streetlights   |   |  |  |  |  |    |  |  |  |
| WQ-1   | Prior to and during construction, Riverside County Transportation Commission's (RCTC) Resident Engineer will require the design/build contractor to comply with the provisions of the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ, NPDES No. CAS000002), and any subsequent permit, as they relate to the project construction activities. This will include submission of the Permit Registration Documents, including a Notice of Intent (NOI), risk assessment, site map, Storm Water Pollution Prevention Plan (SWPPP), annual fee, and signed certification statement to the State Water Resources Control Board (SWRCB) at least 14 days prior to the start of construction activity. The SWPPP will meet the requirements of the Construction General Permit and will identify potential pollutant sources associated with construction activities; identify non-storm water discharges; develop a water quality monitoring and sampling plan; and identify, implement, and maintain best management practices (BMPs) to reduce or eliminate pollutants associated with the construction site. The BMPs identified in the SWPPP will be implemented during project construction. A Notice of Termination (NOT) will be submitted to the SWRCB on the completion of construction and the stabilization of the site. RCTC's Resident Engineer will also require the design/build contractor to implement SWRCB Resolution No. 2001-046 requiring sampling and analysis during project construction. | Final EIR/EIS   | RCTC   | Prior to construction; during construction | SWPPP completed in November 2013 and NOI sent to RWQCB in December 2013. Design Builder implementing BMP and completing reporting as needed.<br><br>NOI Approval received 11/25/13 | 1/2/2017                                 | AT | Overall 95% Complete and will remain so until project completion; however, 100% complete for Initial Phase | X  |  |

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|--------|--|---|--|--|--|--|----|--|--|--|
| WQ-2   | Prior to and during construction, RCTC's Resident Engineer will require the design/build contractor to comply with the provisions of the General Waste Discharge Requirements for Discharges to Surface Waters that Pose an Insignificant (De Minimus) Threat to Water Quality, Order No. R8-2009-0003, NPDES No. CAG998001, as they relate to discharge of non-storm-water dewatering wastes for the project. This will include submitting to the Santa Ana Regional Water Quality Control Board (RWQCB) an NOI at least 60 days prior to the start of construction, notification of discharge at least 5 days prior to any planned discharges, and monitoring reports by the 30th day of each month following the monitoring period.   | Final EIR/EIS   | RCTC/Design Builder  | Prior to construction; during construction |  | 8/10/2015                                | SB | 100% complete for Initial Phase  | X  |  |
| WQ-3   | <u>Prior to dewatering activities, RCTC's Resident Engineer will provide the design/build contractor with a copy of the discharge authorization letter issued by the RWQCB Executive Director.</u>   | Final EIR/EIS   | RCTC   | Prior to construction                      |  | 9/30/2016                                | AT | 100% complete for Initial Phase  | X  |  |
| WQ-4   | Prior to and during construction, RCTC's Resident Engineer will require the design/build contractor to follow the procedures outlined in the California Department of Transportation (Caltrans) Storm Water Quality Handbooks, Project Planning and Design Guide (July 2010 or subsequent issuance) for implementing Design Pollution Prevention and Treatment BMPs for the project. This will include coordination with the Santa Ana RWQCB with respect to the feasibility, maintenance, and monitoring of Treatment BMPs as set forth in the Department's Statewide Storm Water Management Plan (SWMP, May 2003 or subsequent issuance).<br><br>RCTC's Resident Engineer will also require the design/build contractor to comply with other provisions identified in the NPDES Permit, Statewide Storm Water Permit, and Waste Discharge Requirements for the State of California, Department of Transportation (Order No. 99-06-DWQ, NPDES No. CAS000003).<br><br>RCTC's Resident Engineer will also require the design/build contractor to comply with other provisions identified in the NPDES Permit and Waste Discharge Requirements for the Riverside County Flood Control and Water Conservation District, the County of | Final EIR/EIS   | Design Builder   | Prior to construction; during construction | Permanent Stormwater BMPs are included as part of the Final Design Plans. RFC packages were completed by April 2015. | 1/2/2017                                 | AT | Overall 95% Complete and will remain so until project completion; however, 100% complete for Initial Phase | X  |  |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures   | Environmental Analysis Source<br>(Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase | Action(s) Taken to Implement Measure   | Measure Completed<br>(Date and Initials) |    | Remarks                         | Environmental Compliance for Initial Phase<br>YES / NO |  |
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|        | Riverside, and the incorporated cities of Riverside County within the Santa Ana Region (Order No. R8-2010-0033, NPDES No. CAS618033); and for the County of Orange, Orange County Flood Control District, and the incorporated cities of Orange County within the Santa Ana Region (Order No. R8-2009-0030), as applicable.   |   |  |              |  |  |    |                                 |  |  |
| GEO-1  | During final design, the Riverside County Transportation Commission's (RCTC) Project Engineer or a Project Geotechnical Engineer or Project Geologist under contract to RCTC will prepare a design-level geotechnical report. This report will document soil-related constraints and hazards such as slope instability, settlement, liquefaction, or related secondary seismic impacts that may be present along the project segments of State Route 91 (SR-91) and Interstate 15 (I-15). This report will require review and approval by the California Department of Transportation (Department). The performance standard for this report will be the geotechnical design standards of the State of California and the Department, as they apply to the project features and structures. RCTC will submit the design-level geotechnical report to the Department for review and approval during final design. The report will include but not be limited to: Evaluation of expansive soils and recommendations regarding construction procedures and/or design criteria to minimize the effect of these soils on the construction of the project and to minimize effects related to expansive soils on project facilities in the long term. Identification of potential liquefiable areas within the project limits and recommendations for mitigation. Evaluation of the corrosion potential of soils along those segments of the project alignment not previously tested (i.e., areas along I-15 and the westbound side of SR-91). Demonstration that no retaining walls or excavations will occur in the existing landslide areas, or that landslide stabilization measures independent of the retaining wall design are included in the final project design. Demonstration that the design of all retaining walls is geotechnically suitable for project area soils, and verification that project design has considered and addressed the possibility of scour associated with the Santa Ana River. Demonstration that side slopes can be designed and graded so that surface erosion of the | Final EIR/EIS   | Design Builder   | Final design | Geotechnical Execution Plan prepared by DB and approved 11/12/2014. Design level geotechnical reports have been prepared for bridges, walls, and roadway packages by the Design Builder Geotechnical Engineer. | 9/30/2016                                | AT | 100% complete for Initial Phase | X  |  |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures   | Environmental Analysis Source<br>(Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase              | Action(s) Taken to Implement Measure  | Measure Completed<br>(Date and Initials) | Remarks                         | Environmental Compliance for Initial Phase<br>YES / NO |
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|        | engineered fill is not increased compared to existing, natural conditions. RCTC's Project Engineer will incorporate the measures recommended in the design-level geotechnical report in the final design and project specifications.<br>RCTC's Resident Engineer will require the design/build contractor to implement the measures recommended in the design-level geotechnical report as included in the project specifications.  |   |  |                           |   |  |                                 |  |
| GEO-2  | RCTC's Resident Engineer will maintain a quality assurance/quality control plan during construction. The plan will include observing, monitoring, and testing by the Project Geotechnical Engineer and/or the Project Geologist under contract to RCTC prior to and during construction to confirm that the geotechnical/geologic recommendations from the design-level geotechnical report and standard design and construction practices are fulfilled by the design/build contractor, or if different site conditions are encountered, appropriate changes are made to accommodate such issues. The geotechnical engineer will submit weekly reports to RCTC and the Department during all project-related grading, excavation, and construction activities. | Final EIR/EIS   | Design Builder   | During construction       | A Quality Management Plan has been prepared and approved by RCTC on October 17, 2013. Amendments are completed on an ongoing basis. | 10/9/2017 AT                             | 100% complete for Initial Phase | X  |
| GEO-3  | During final design, if blasting is required, RCTC's Project Engineer will require the design/build contractor to prepare a blasting plan to minimize potential hazards related to blasting activities. The blasting plan will address all applicable standards in accordance with the United States Department of the Interior, Office of Surface Mining. The issues to be addressed in the blasting plan will include, but are not limited to, the following: hours of blasting activity, notification to adjacent property owners, noise and vibration, and dust control. RCTC's Resident Engineer will require the design/build contractor to implement the blasting plan prior to and during any blasting during construction.                             | Final EIR/EIS   | Design Builder   | Final design              | No blasting is required for the project.  | 8/1/2015 SB                              | 100% complete for Initial Phase | X  |
| PAL-1  | Following preparation of suitable construction drawings and elevations and during final design, the Riverside County Transportation Commission's (RCTC) Project Engineer will require the Designated Principal Paleontologist under contract to RCTC to prepare a Paleontological Mitigation Plan (PMP). The PMP will provide guidance for developing and implementing  | Final EIR/EIS   | RCTC/Design Builder  | Final design/construction | Paleontological Resource Monitoring/Mitigation Plan approved July 3, 2014.  | 8/1/2015 SB                              | 100% complete for Initial Phase | X  |

| ECR ID            | Avoidance, Minimization, and/or Mitigation Measures  | Environmental Analysis Source<br>(Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase          | Action(s) Taken to Implement Measure   | Measure Completed<br>(Date and Initials) |           | Remarks                         | Environmental Compliance for Initial Phase<br>YES / NO |  |
|-------------------|--|---|--|-----------------------|--|--|-----------|---------------------------------|--|--|
|                   | <p>paleontological mitigation efforts, including field work, laboratory methods, and curation. This PMP will be consistent with guidelines provided in the Department's Standard Environmental Reference (SER), Environmental Handbook, Volume I, Chapter 8, Paleontology, the Counties of Riverside and Orange, and the Society of Vertebrate Paleontology (SVP), and will be specifically tailored to the resources and sedimentary formations in the disturbance limits.</p> <p>The part of the PMP that covers excavation will include but not be limited to:<br/>Prior to any ground disturbance, RCTC's Designated Principal Paleontologist or his/her representative will attend a meeting with the design/build contractor to explain the likelihood for encountering paleontological resources during construction, what resources may be discovered, and the methods that will be employed if anything is discovered.</p>  |   |  |                       |  |  |           |                                 |  |  |
| PAL-1<br>(cont'd) | <p>RCTC's Principal Paleontologist will conduct a preconstruction field survey in areas identified as having high paleontological sensitivity after vegetation and any pavement are removed, followed by salvage of any observed surface paleontological resources prior to the beginning of additional ground-disturbing activities. The survey will be conducted by the Principal Paleontologist or their representative who is qualified to identify vertebrate, invertebrate, and plant fossils.</p> <p>During ground disturbance, grading, and excavation, RCTC's Project Engineer will require the design/build contractor to retain a Principal Paleontologist. The Principal Paleontologist will provide a Paleontological Monitor who is qualified to recognize and professionally collect vertebrate, invertebrate, and plant fossils. The qualified Paleontological Monitor will initially be present on site on a full-time basis whenever these types of construction activities occur in sediments that have a high paleontological sensitivity rating and also on a spot-check basis in sediments that have a low sensitivity rating. Monitoring may be reduced to a part-time basis if no resources are being discovered in sediments with a high sensitivity rating. Any reduction or modification in scheduling of monitoring will be determined by the Principal Paleontologist and RCTC's Resident Engineer.</p> | Final EIR/EIS   | Design Builder   | Prior to construction | <p>Principal Paleontologist, Joe Stewart, was retained. His contact information is:<br/>URS Corporation<br/>999 Town and Country Road<br/>Orange, CA 92868<br/>(626) 710-7817</p> <p>Fossil Discovery #1<br/>Area 3, USACE Lic 3 cut slope - fossil discovery and recovery. August 24 through September 6, 2014.<br/>Discovery comprised three vertebrae, three ribs, and small portion of skull of a bison. Material exposed and covered with plaster cast and removed from the cut slope.</p> <p>Specimens were retrieved from RCTC in April 2017 by Principal Paleontologist for preparation.</p> <p>The Paleontological Mitigation Report: SR-91 CIP, Section 3 discusses how the requirements contained in this measure were met.</p> | 10/3/17;<br>10/17/17                     | AT;<br>AT | 100% complete for Initial Phase | X  |  |

| ECR ID              | Avoidance, Minimization, and/or Mitigation Measures   | Environmental Analysis Source<br>(Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase        | Action(s) Taken to Implement Measure   | Measure Completed<br>(Date and Initials) | Remarks   | Environmental Compliance for Initial Phase<br>YES / NO |   |
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|                     | The qualified Paleontological Monitor will inspect fresh cuts and/or spoils piles to recover paleontological resources. That monitor will be empowered to temporarily divert construction equipment away from the immediate area of the discovery. The monitor will be equipped to rapidly stabilize and remove fossils to avoid prolonged delays to construction schedules.  |   |  |                     | Paleontological Mitigation Report was submitted to Caltrans 10/4/17. Concurrence was received on 10/17/17 (from both Marie Petry and Bahram Karimi)  |  |           |  |   |
| PAL-1<br>(cont'd)   | If large mammal fossils or large concentrations of fossils are encountered, RCTC's Resident Engineer will require the design/build contractor to make heavy equipment available to assist in the removal and collection of large materials.<br>Localized concentrations of small (or micro-) vertebrates may be found in all native sediments. Therefore, the qualified Paleontological Monitor will occasionally spot-screen native sediments through one-eighth- to one-twentieth-inch mesh screens to determine whether microfossils are present. If microfossils are encountered, a standard sediment sample (up to 3 cubic yards or 6,000 pounds) will be collected and processed through one-twentieth-inch mesh screens to recover additional fossils. Processing of large bulk samples is best accomplished at a designated location within the project limits that will be accessible throughout the duration of construction but will also be away from any cut or fill areas or active construction areas. Processing is usually completed concurrently with construction and with the intent to have all processing completed before, or just after, project completion. A small corner of a staging or equipment parking area is an ideal location for this activity. If water is not available, the location should be accessible for a water truck to occasionally fill containers with water. | Final EIR/EIS   | Design Builder   | During construction | Equipment and resources were made available to assist in the removal of resources.<br><br>Area 3, USACE Lic 3 cut slope - fossil discovery and recovery. August 24 through September 6, 2014.<br>Discovery comprised three vertebrae, three ribs, and small portion of skull of a bison. Material exposed and covered with plaster cast and removed from the cut slope.<br><br>The Paleontological Mitigation Report: SR-91 CIP, Section 6 discusses how the requirements contained in this measure were met.<br><br>Paleontological Mitigation Report was submitted to Caltrans 10/4/17. Concurrence was received on 10/17/17 (from both Marie Petry and Bahram Karimi) | 10/3/17;<br>10/17/17                     | AT;<br>AT | 100% complete for Initial Phase                        | X |
| PAL-1 5th sub-point | RCTC's Project Engineer will require the Principal Paleontologist or their representative to prepare any recovered specimens to the point of identification and permanent preservation. This includes sorting any washed mass samples to recover small invertebrate and vertebrate fossils, the removal of surplus sediment from around larger specimens to reduce the volume of storage for the repository and storage cost, and the addition of approved chemical hardeners/stabilizers to fragile specimens. This is best accomplished at a  | Final EIR/EIS   | RCTC   | During construction | Paleontologist to prepare specimen prior to curation in museum - Western Science Center in Hemet, CA.<br><br>Specimens were obtained from RCTC in April 2017 by Principal Paleontologist for preparation. Preparation was completed in September of 2017 and processing  | 10/4/17;<br>10/17/17                     | AT;<br>AT | 100% complete for Initial Phase                        | X |



| ECR ID               | Avoidance, Minimization, and/or Mitigation Measures  | Environmental Analysis Source<br>(Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase                       | Action(s) Taken to Implement Measure   | Measure Completed<br>(Date and Initials) | Remarks   | Environmental Compliance for Initial Phase<br>YES / NO |   |
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|                      | designated laboratory with access to fossil preparation tools, magnifying equipment, storage boxes and vials, and chemical hardeners. Processing of fossils through the lab is best accomplished concurrently with construction, especially if numerous fossils are being collected.   |   |  |                                    | of the deed of gift began in October of 2017.<br><br>Paleontological Mitigation Report was submitted to Caltrans 10/4/17. Concurrence was received on 10/17/17 (from both Marie Petry and Bahram Karimi)   |  |           |  |   |
| PAL-1 6th sub-point  | Specimens will be identified to the lowest taxonomic level possible and curated into an institutional repository with retrievable storage. Repository institutions usually charge a one-time fee based on volume, so removing surplus sediment is important. The repository institution may be a local museum or university that has a curator who can retrieve the specimens on request. RCTC's Project Manager and the California Department of Transportation (Department) will require that a draft curation agreement be in place between the Principal Paleontologist and an approved curation facility prior to the initiation of paleontological monitoring and mitigation activities for the project. RCTC's Resident Engineer will require the design/build contractor to comply with the provisions of the PMP during all ground disturbance, grading, and excavation activities. This will include appropriate coordination with RCTC's Designated Principal Paleontologist and the provision of qualified paleontological monitors consistent with the provisions of the PMP.<br>After the completion of all ground disturbance and grading, RCTC's Project Manager will require the design/build contractor to have the design/build contractor's Designated Principal Paleontologist to prepare a Final Paleontological Mitigation Report (PMR) that summarizes the project area investigated, the field and laboratory methods used, the stratigraphic units inspected, the types of fossils recovered, and the scientific significance of the curated collection. RCTC's Project Manager will retain a copy of the report for the RCTC project files and will provide a copy of the report to the Department. | Final EIR/EIS   | RCTC/Design Builder  | During construction                | Specimens were obtained from RCTC in April 2017 by Principal Paleontologist for preparation. Curation Agreement with the Hemet Western Science Center and Deed of Gift were signed by Caltrans (Bahram Karimi) on July 17, 2017.<br><br>Preparation was completed in September of 2017 and processing of the deed of gift began in October of 2017.<br><br>Paleontological Mitigation Report was submitted to Caltrans 10/4/17. Concurrence was received on 10/17/17 (from both Marie Petry and Bahram Karimi) | 10/4/17;<br>10/17/17                     | AT;<br>AT | 100% complete for Initial Phase                        | X |
| HW-1 First Sub-point | A Phase I ESA was conducted for the Mobil No. 18-FLM site (616 Paseo Grande Street, Corona, California), and a Phase I ESA and Phase II Site Investigation were  | Final EIR/EIS   | Design Builder   | Final design; prior to disturbance | Additional investigation completed. The Mobile No. 18-FLM site memo revised on November 2014 is in   | 9/13/2017                                | AT        | 100% complete for Initial Phase                        | X |

| ECR ID                | Avoidance, Minimization, and/or Mitigation Measures  | Environmental Analysis Source<br>(Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase                       | Action(s) Taken to Implement Measure   | Measure Completed<br>(Date and Initials) | Remarks                         | Environmental Compliance for Initial Phase<br>YES / NO |
|-----------------------|--|---|--|------------------------------------|--|--|---------------------------------|--|
|                       | conducted for the Honda Cars of Corona site (231 South Lincoln Avenue, Corona, California) as part of the DSI, in accordance with ASTM Standard E 1527-05. The DSI identified Recognized Environmental Conditions (RECs) associated with on-site releases. Based on the results of the DSI, the following measures will be implemented for these two sites of potential environmental concern:<br>Honda Cars of Corona Site: During final design and prior to any ground disturbance, RCTC's Resident Engineer will require the design/build contractor to consult with regulators, confirm that the final confirmation sampling has been completed at the site, and that contaminant investigation for the site has received regulatory site closure. In addition, prior to the completion of final design, the RCTC Resident Engineer will require the design build/build contractor to properly abandon all monitoring wells and vapor extraction wells on the site in accordance with regulatory requirements. |   |  |                                    | compliance with measure HW-1. Honda Cars of Corona: approved July 2014.<br>Mobil Site: approved December 2014. Recommendations provided on managing of hazardous waste soil.<br><br>Attachments 3 & 6 of Final Draft 06.17.14 document coordination with agencies and closure/well-abandonment in accordance with regulatory requirements. |  |                                 |  |
| HW-1 Second Sub-point | Mobil No. 18-FLM Site: During final design and prior to any ground disturbance, RCTC's Resident Engineer will require the design/build contractor to conduct further investigation on contaminants in soils on site after a work plan is prepared and additional information is available.   | Final EIR/EIS   | RCTC   | Final design; prior to disturbance | Additional investigation completed. Mobil Site: approved December 2014. Recommendations provided on managing of hazardous waste soil.  | 2/3/2017 AT                              | 100% complete for Initial Phase | X  |
| HW-2                  | During final design and prior to any ground disturbance activities, RCTC's Resident Engineer will require the design/build contractor to conduct site investigations for any new release sites that are within the project right-of-way. RCTC's Resident Engineer will require the design/build contractor to conduct these site investigations in compliance with applicable federal, State, and local regulations and in accordance with ASTM Standard E 1527-05. If contaminants are determined to be present during the site investigation, RCTC's Resident Engineer may require the design/build contractor to prepare one or more of the following specialized reports: Remedial Actions Options Report, Sensitive Receptor Survey, Human Health/Ecological Risk Assessment, and/or Quarterly Monitoring Report.   | Final EIR/EIS   | Design Builder   | Final design; prior to disturbance |  | 11/1/2016 AT                             | 100% complete for Initial Phase | X  |
| HW-3                  | During final design and prior to any ground disturbance activities, RCTC's Resident Engineer will require the design/build contractor to conduct an aerially deposited lead (ADL) study for soil if excavation will exceed 3 feet (ft) below ground surface (bgs) in unpaved locations   | Final EIR/EIS   | Design Builder   | Final design; prior to disturbance | At the June 2014 Environmental Task Force it was identified that Pechanga lands were outside of the project area. No monitoring is necessary.  |  | 100% complete for Initial Phase | X  |

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|--------|---|---|--|-----------------------|---|--|---------------------------------|--|
|        | adjacent to the State right-of-way between Gypsum Canyon Road and Magnolia Avenue, or 5 ft bgs in unpaved locations in areas where there would be fiber-optic signage along eastbound State Route 91 (SR-91) starting east of the Weir Canyon Road undercrossing and extending east of the Gypsum Canyon Road undercrossing.<br>During construction, if soils within the project disturbance limits along SR-91 are removed off site, RCTC's Resident Engineer will require the design/build contractor to treat the soils as State hazardous waste and to properly dispose of those soils at an appropriate State-certified landfill facility. In addition, during construction, RCTC's Resident Engineer will require the design/build contractor to test all soils imported on site as fill. RCTC's Resident Engineer will require the design/build contractor to use only clean soils as imported fill on site. |   |  |                       | Information to DTSC, including the excavation and transportation plan, has been forwarded. E-mail correspondence dated 2/23/2018 (91 CIP - ADL ECR) reconfirms measure compliance has been completed.   |  |                                 |  |
| HW-4   | 1. Predemolition asbestos and/or LBP surveys were conducted for 21 road structures that will be renovated or demolished during project construction.  | Final EIR/EIS   | Design Builder   | Prior to construction | Surveys were completed as part of the Final environmental documents. Additional hazards testing was conducted for Temescal Wash Bridge and East 6th Street Undercrossing. Leighton Report completed.  | 2/23/2017 AT                             | 100% complete for Initial Phase | X  |
| HW-4   | 2. Based on the results of the ACM surveys of the 21 freeway structures, the SR-91/State Route 71 (SR-71) Separation (Bridge No. 56-0587), East SR-91/North SR-71 Connector Separation (Bridge No. 56-0635), Prado Overhead (Bridge No. 56-0637), West Grand Boulevard Undercrossing (UC) (Bridge No. 56-0445 L/R), El Cerrito Road UC (Bridge No. 56-0558 L/R), and Serfas Club Drive UC (Bridge No. 56-0368 L/R) contain ACMs. Therefore, prior to disturbance associated with renovation or demolition of these bridges, RCTC's Resident Engineer will require the design/build contractor to have a licensed asbestos contractor properly remove and dispose of asbestos-containing railing brace pads from these structures.   | Final EIR/EIS   | Design Builder   | Prior to construction | Asbestos Abatement Plan completed.<br>1403 Permit (SCAQMD) obtained August 2014.<br>ACM abatement measures implemented in the field during demolition of listed bridges.<br>Notification to SCAQMD, prior to construction, was provided.<br><br>Logs attached to AW Memorandum which was transmitted 1/31/18.<br>Documentation was reviewed during 2/5/2018 ECR meeting and it was determined compliance with this measure is complete. | 2/5/2017 JLS                             | 100% complete for Initial Phase | X  |
| HW-4   | 3. Based on the results of the LBP surveys of the 21 freeway structures, the Main Street UC (Bridge No. 56-0448 L/R), McKinley Street UC (Bridge No. 56-0365),  | Final EIR/EIS   | Design Builder   | Prior to construction | The Leighton Report informs the design/build contractor of the presence of LBPs in structures.  | 9/13/2017 AT                             | 100% complete for Initial Phase | X  |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures   | Environmental Analysis Source<br>(Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase                       | Action(s) Taken to Implement Measure   | Measure Completed<br>(Date and Initials) | Remarks                         | Environmental Compliance for Initial Phase<br>YES / NO |
|--------|---|---|--|------------------------------------|--|--|---------------------------------|--|
|        | and Buchanan Street Overcrossing (Bridge No. 56-0368) contain LBPs. Therefore, prior to disturbance associated with renovation or demolition of these bridges, RCTC's Resident Engineer will inform the design/build contractor of the presence of LBPs in those structures. RCTC's Resident Engineer will require the design/build contractor to protect construction workers from exposure to lead dust when disturbing LBP during bridge renovation or demolition activities.  |   |  |                                    | The ERSI Lead Based Paint Removal - Exposure Assessment Plan and Submittal ERSI0016 QA Response #201 detail how construction workers will be protected.<br><br>LBP measures were implemented in the field during demolition of listed bridges. |  |                                 |  |
| HW-4   | 4. In addition, a hazardous materials survey identified two areas with potential hazardous materials. Based on the results of the visual hazardous materials survey of the bridges, light fixture components and possible lead metal railing braces may pose an additional concern. These components include:<br>- Light fixtures (some flush-mounted) on the undersides of many of the bridges. At a few of the bridges that cross over the freeway, there are light posts. The light bulbs in these fixtures may contain mercury.<br>- The Temescal Wash Bridge overhead has some metal braces and wire tension cable at joint locations on the underside of the bridge. While no suspected ACMs were observed or sampled at these locations, the presence of metal washers and spacers, which may contain lead, was noted.<br>- Soft metal railing brace pads that may be composed of lead metal were observed at the following bridges: Pierce Street UC (Bridge No. 56-0369 L/R) and Buchanan Street Overcrossing (Bridge No. 56-0368) | Final EIR/EIS   | Design Builder   | During construction                | Locations have been included in hazardous materials survey. Approved Specifications include measures to manage the removal of light fixtures, metal braces, and metal railing brace pads.  | 11/4/2016 AT                             | 100% complete for Initial Phase | X  |
| HW-4   | 5. Therefore, during final design and prior to any disturbance of these facilities and materials, RCTC's Resident Engineer will inform the design/build contractor of the presence and location of the hazardous materials in the freeway structures described above.   | Final EIR/EIS   | RCTC   | Final design; prior to disturbance | RCTC provided Design Builder information regarding the presence of hazardous waste in potential structures. This includes the Phase I and Phase IIs that have been completed by the FED and procurement.                                       | 8/21/2015 SB                             | 100% complete for Initial Phase | X  |
| HW-4   | 6. Prior to the disturbance of freeway structures, RCTC's Resident Engineer will require the design/build contractor to have asbestos-containing railing brace pads removed and disposed of by a licensed asbestos abatement contractor. If abated, RCTC's Resident Engineer will   | Final EIR/EIS   | Design Builder   | During construction                | Design Builder is currently implementing measures for management of ACM during demolition of bridges.  | 9/30/2016 AT                             | 100% complete for Initial Phase | X  |

| ECR ID       | Avoidance, Minimization, and/or Mitigation Measures   | Environmental Analysis Source<br>(Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase                        | Action(s) Taken to Implement Measure   | Measure Completed<br>(Date and Initials) |    | Remarks                         | Environmental Compliance for Initial Phase<br>YES / NO |  |
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|              | require the design/build contractor to remove non-friable ACMs in accordance with Category II asbestos abatement procedures as defined in Federal Occupational Safety and Health Administration (Fed-OSHA) 29 Code of Federal Regulations (CFR) 1926.1101. However, if mechanical means are utilized for abatement of ACMs, RCTC's Resident Engineer will require the design/build contractor to convert these non-friable materials into a friable state during removal activities and manage these materials under Class I asbestos abatement procedures. |   |  |                                     |  |  |    |                                 |  |  |
| HW-4         | 7. Prior to disturbance of freeway structures, RCTC's Resident Engineer will require the design/build contractor to properly test any areas that have not been previously tested, and remove and dispose of any materials from these structures that exceed California Health and Safety Code criteria for hazardous waste at an appropriate State-certified landfill facility.   | Final EIR/EIS   | Design Builder   | Prior to construction               | All proposed bridges have been tested for potential hazardous wastes and measures are currently being implemented for management of these wastes.                  | 2/23/2017                                | AT | 100% complete for Initial Phase | X  |  |
| HW-4         | 8. During final design and prior to any ground disturbance, demolition, or renovation activities, RCTC's Project Engineer will require the design/build contractor to conduct predemolition asbestos, LBP, polychlorinated biphenyl (PCB), and/or mercury surveys of any buildings that will be renovated or demolished.  | Final EIR/EIS   | RCTC   | Final design; prior to disturbance  | RCTC has completed the Phase I and II for all buildings on acquired properties.  | 1/6/2017                                 | AT | 100% complete for Initial Phase | X  |  |
| HW-4         | 9. During construction, RCTC's Resident Engineer will require the design/build contractor to properly remove and dispose of any materials from these structures that exceed California Health and Safety Code criteria for hazardous waste at an appropriate State-certified landfill facility.   | Final EIR/EIS   | RCTC   | During construction                 | RCTC's right of way contractor is conducting management and disposal of all ACM and LBP on demolished projects.  | 1/6/2017                                 | AT | 100% complete for Initial Phase | X  |  |
| HW-5, Part 1 | During final design and prior to any ground disturbance activities, RCTC's Resident Engineer will require the design/build contractor to conduct inspections for potential PCBs in utility pole-mounted transformers that will be relocated or removed as part of the project   | Final EIR/EIS   | Design Builder   | Final design; prior to construction | Standard specifications include measures for PCBs. Design Builder is completing inspections of pole mounted transformers for proper handling.                      | 11/4/2016                                | AT | 100% complete for Initial Phase | X  |  |
| HW-5, Part 2 | RCTC's Resident Engineer will require the design/build contractor to consider leaking transformers a PCB hazard unless tested and confirmed otherwise, and to handle them accordingly.  | Final EIR/EIS   | Design Builder   | Prior to construction               | Standard specifications include management of PCBs found within the project site. According to PCM Project Engineer, no leaking transformers have been identified. | 11/4/2016                                | AT | 100% complete for Initial Phase | X  |  |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures   | Environmental Analysis Source<br>(Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase                       | Action(s) Taken to Implement Measure  | Measure Completed<br>(Date and Initials) | Remarks  | Environmental Compliance for Initial Phase<br>YES / NO |
|--------|---|---|--|------------------------------------|---|--|--|--|
| HW-6   | During construction, RCTC's Resident Engineer will require the design/build contractor to test, remove, and dispose of any yellow traffic striping and pavement marking materials in accordance with the California Department of Transportation (Department) Construction Manual, Chapter 7, Section 106.  | Final EIR/EIS   | Design Builder   | During construction                | Calstripe submitted lead based striping paint removal work and safety plans. Plans were approved. Striping removal in progress during July. Testing determined grindings comprised lead above threshold. Material will be treated as hazardous waste. | 12/1/2016 AT                             | 100% complete for Initial Phase  | X  |
| HW-7   | During final design and prior to any dewatering activities, RCTC's Resident Engineer will require the design/build contractor to conduct additional coordination with the Riverside County Department of Environmental Health when groundwater dewatering will occur in the vicinity of contaminated soils or contaminated groundwater sites.   | Final EIR/EIS   | Design Builder   | Final design                       | Currently, no dewatering activities have been required. Groundwater discharge is regulated by RWQCB. No ground water discharge is currently planned.  | 9/9/2016 AT                              | 100% complete for Initial Phase  | X  |
| HW-8   | During final design and prior to any ground disturbance activities, RCTC's Project Engineer will require the design/build contractor to sample soil adjacent to the Burlington Northern Santa Fe (BNSF) railroad tracks that will be disturbed during construction for the presence of petroleum hydrocarbons, metals, solvents, and other potential contaminants (e.g., polynuclear aromatic hydrocarbons [PNAs], kerosene, ACMs, chlorinated hydrocarbons, pesticides, and herbicides). That testing will determine whether the soils require special handling and disposal during construction. During construction, RCTC's Resident Engineer will require the design/build contractor to properly dispose of all soils exceeding the criteria for State or federal hazardous waste at an appropriate State-certified landfill facility. | Final EIR/EIS   | Design Builder   | Final design; prior to disturbance | RCTC conducted BNSF ROW soil testing for specified hazardous materials (May, 2014). AWJV submitted evaluation technical memo of BNSF ROW soil testing (July 21, 2014). RCTC - approved as noted, August 8, 2014.                                      | 1/25/17; 12/4/17 AT; AT                  | 100% complete for Initial Phase  | X  |
| HW-9   | Prior to the start of construction, RCTC's Project Engineer will require the design/build contractor to prepare a site-specific Health and Safety Plan (HASP) by a certified industrial hygienist. The HASP will be based on evaluation of proposed construction activities, the potential hazards identified in the Phase I Environmental Site Assessment and Phase II testing, and any future assessments prepared for the project. The HASP will outline specific procedures for encountering expected and unexpected contaminants. It will include safe work practices, contaminant monitoring, the need for personal protective equipment, emergency response procedures, and safety training requirements to protect construction workers and third parties working on site. The HASP will  | Final EIR/EIS   | Design Builder   | Prior to construction              | Health and Safety Plan: Completed and approved on October 17, 2013. Implementing plan is ongoing.   | 12/1/2016 AT                             | Overall 95% Complete and will remain so until project completion; however, 100% complete for Initial Phase | X  |

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|--------|---|---|--|--|---|--|----|--|--|--|
|        | be in compliance with the requirements of 29 CFR 1910 and 1926 and all other applicable federal, State, and local regulations and requirements. During construction, RCTC's Resident Engineer will require the design/build contractor to implement the requirements in the HASP.   |   |  |  |   |  |    |  |  |  |
| HW-10  | Prior to the start of construction, RCTC's Project Engineer will require the design/build contractor to prepare a soils and groundwater Contaminant Management Plan (CMP). The CMP will include procedures for contaminant monitoring and identification as well as temporary storage, handling, treatment, and disposal of hazardous waste and materials in accordance with applicable federal, State, and local regulations and requirements. Prior to and during construction, RCTC's Resident Engineer will require the design/build contractor to implement the soils and groundwater CMP.   | Final EIR/EIS   | Design Builder   | Prior to construction                      | Section 5 Health and Safety Plan, of the Project Management Plan (PMP), details procedures for hazardous material handling (start on page 154). Hazardous waste water is discussed on page 231. | 10/9/2017                                | AT | Overall 95% Complete and will remain so until project completion; however, 100% complete for Initial Phase | X  |  |
| HW-11  | Prior to the start of construction, RCTC's Project Engineer will require the design/build contractor to prepare a Construction Contingency Plan (CCP) in accordance with the Department's Unknown Hazards Procedures for Construction. The CCP will include provisions for emergency response in the event that unidentified underground storage tanks (USTs), hazardous materials, petroleum hydrocarbons, or hazardous or solid wastes are discovered during construction activities. The CCP will address UST decommissioning, field screening, contaminant materials testing methods, mitigation and contaminant management requirements, and health and safety requirements for construction workers. RCTC's Resident Engineer will require the design/build contractor to implement the CCP during all construction activities. During construction, RCTC's Resident Engineer will require the design/build contractor to cease work immediately if an unexpected release of hazardous substances is found in reportable quantities. If an unexpected release of hazardous substances is found in reportable quantities, RCTC's Resident Engineer will require the design/build contractor to notify the National Response Center by calling 1-800-424-8802. RCTC's | Final EIR/EIS   | Design Builder   | Prior to construction; during construction | Project management plan includes elements of the Construction Contingency Plan. The Project Management Plan was approved September 2013. Being implemented in construction.                     | 1/6/2017                                 | AT | 100% complete for Initial Phase  | X  |  |

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|--------|--|---|--|------------------------------------|---|--|---------------------------------|--|
|        | Resident Engineer will require the design/build contractor to perform cleanup of unexpected releases under the appropriate federal, State, or local agency oversight.  |   |  |                                    |   |  |                                 |  |
| HW-12  | RCTC's Resident Engineer will require the design/build contractor to notify Underground Service Alert (USA) at least 2 days prior to excavation by calling 811 to require that all utility owners within the project disturbance limits identify the locations of underground transmission lines and facilities.   | Final EIR/EIS   | Design Builder   | Prior to construction              | Design Builder is contacting underground service alert prior to ground disturbance.   | 12/1/2016 AT                             | 100% complete for Initial Phase | X  |
| HW-13  | RCTC's Resident Engineer will require the design/build contractor to submit the fees to the South Coast Air Quality Management District (SCAQMD) at least 10 days prior to proceeding with any demolition or renovation of a structure (refer to SCAQMD Rule 1403). RCTC's Resident Engineer will require the design/build contractor to adhere to the requirements of SCAQMD Rule 1403 during renovation and demolition activities.   | Final EIR/EIS   | Design Builder   | During construction                | AWJV submitted notification of demolition and fee to SCAQMD on August 27, 2014.<br><br>Rule 1403 form was attached to AW Memorandum which was transmitted 1/31/18. Documentation was reviewed during 1/29/2018 ECR meeting and it was determined compliance with this measure is complete with receipt of the AW memorandum and attachment.   | 1/31/2018 JLS                            | 100% complete for Initial Phase | X  |
| HW-14  | During final design and prior to any ground disturbance, RCTC's Resident Engineer will require the design/build contractor to test all wooden utility poles, railroad ties, and other treated wood waste material that will be removed and disposed of as part of the project are tested for wood treatments/preservatives. RCTC's Resident Engineer will also require the design/build contractor to test soils surrounding railroad ties for wood treatments/preservatives. Prior to and during construction, RCTC's Resident Engineer will require the design/build contractor to properly dispose of all treated wood waste as required in Alternative Management Standards for Wood Treated Waste in Section 67386.6(a)(2)(B)(3) of the California Code of Regulations (CCR). Alternative Management Standards for Wood Treated Waste. In addition, RCTC's Resident Engineer will require the design/build contractor to require any personnel who come in contact with treated wood waste or contaminated soils to follow all applicable requirements under Section 67386.6(a)(2)(B)(3) of the CCR and to be trained in the proper identification, | Final EIR/EIS   | Design Builder   | Final design; prior to disturbance | SSP 14-11.09 addresses Treated Waste Wood; Removal along I 15 corridor completed. TWW satisfactorily hauled to an approved landfill (El Sobrante) - September 2014.<br><br>All wood was assumed to be treated and handled in accordance with the CCR. AW Memorandum, with Treated Wood Waste Disposal Manifests, was transmitted 2/6/2018. This Documentation was reviewed during the 2/12/2018 ECR meeting and it was determined compliance with this measure is complete. | 2/12/2018 JLS                            | 100% complete for Initial Phase | X  |



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|--------|---|---|--|-----------------------|---|--|---------------------------------|--|
|        | disposal, and safe handling of treated wood waste and contaminated soils.   |   |  |                       |   |  |                                 |  |
| SC-1   | <p>Development of a Construction Emissions Mitigation Plan. Prior to any site preparation, grading and/or construction activities, the Riverside County Transportation Commission (RCTC) Project Engineer will require the design/build contractor to develop a Construction Emissions Mitigation Plan. That plan will specifically incorporate measures for controlling particulate and other emissions during construction from the following sources:</p> <p>California Department of Transportation (Department) Standard Specifications Sections 10 and 18 (Dust Control) Department's Standard Specifications Section 39-3.06 (Asphalt Concrete Plant Emissions) South Coast Air Quality Management District (SCAQMD) Rule 403, including control measures from Tables 1, 2, and 3 in that rule</p> <p>The plan will also include the following measures:</p> <p>Control of ozone precursor emissions from construction equipment vehicles by maintaining equipment engines in good condition and in proper tune per the manufacturers' specifications.</p> <p>Control of material on all trucks hauling excavated or graded material from the site by compliance with State Vehicle Code Section 23114, with special attention to Sections 23114(b)(F), (e)(2), and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.</p> | Final EIR/EIS   | Design Builder   | Prior to construction | Air Quality and Emissions Mitigation Plan approved September 2014. SCAQMD was notified of Large Construction under Rule 403, and SCAQMD approved notification May 2014. | 8/21/2015 SB                             | 100% complete for Initial Phase | X  |
| SC-2   | Implementation of the Construction Emissions Mitigation Plan. During all site preparation, grading, construction, clean-up, and other activities during construction, RCTC's Resident Engineer will require the design/build contractor to comply with the measures in the Construction Emissions Mitigation Plan. RCTC's Resident Engineer will conduct site inspections at least once a month to ensure that the design/build contractor is complying with the provisions of the Construction Emissions Mitigation Plan.  | Final EIR/EIS   | Design Builder   |                       | Design Builder has quality team to ensure emissions are staying within regulated levels.  | 9/15/2017 AT                             | 100% complete for Initial Phase | X  |
| SC-3   | Prior to any construction activities, RCTC's Project Engineer will ensure that the <u>grading plans and project specifications</u> show the anticipated duration of   | Final EIR/EIS   | Design Builder   | Prior to construction | Grading plans and specifications and associated schedules have been completed. All durations are shown in the approved baseline schedule.                               | 2/2/17;<br>8/31/17<br>AT<br>AT           | 100% complete for Initial Phase | X  |

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|--------|---|---|--|------------------------------------|--|--|---|--|
|        | construction in individual construction areas along the project alignment.  |   |  |                                    |  |  |   |  |
| SC-4   | During final design and prior to any ground disturbance, RCTC's Project Geologist will conduct appropriate testing to determine whether there are asbestos-containing materials (ACMs) present in the project disturbance limits.   | Final EIR/EIS   | Design Builder   | Final design; prior to disturbance | ACM studies were completed for the project as part of the Environmental document and during the right of way process.  | 7/10/2017 AT   | 100% complete for Initial Phase                       | X  |
| SC-5   | If RCTC's Project Geologist determines that ACMs are present in the project disturbance limits during that final preconstruction inspection, RCTC's Resident Engineer will require the design/build contractor to properly remove and dispose of those ACMs.  | Final EIR/EIS   | Design Builder   | Prior to construction              | ACM abatement measures will be implemented as part of demolition activities.<br><br>AW Memorandum, with Disposal Manifests from Environmental Remediation Services Inc (CA License No 964573), was transmitted 1/31/2018. This Documentation was reviewed during the 2/5/2018 ECR meeting and it was determined compliance with this measure is complete.  | 2/25/2018 JLS  | 100% complete for Initial Phase                       | X  |
| N-1    | Based on studies completed to date, Riverside County Transportation Commission (RCTC) intends to incorporate noise abatement in the form of reasonable and feasible barriers at 15 to 16 locations, depending on the selected alternative, ranging in height from 8 feet (ft) to 14 ft, depending on the alternative and the design variations. Calculations based on preliminary design data indicate that the barriers will reduce noise levels by 5 to 15 A-weighted decibels (dBA) for 333 to 419 homes and the Green River Golf Club, depending on the design variation. If during final design conditions have substantially changed, noise abatement at some of these locations may not be necessary. The final decision on noise abatement will be made on completion of the project design and the public involvement processes for the environmental document. RCTC's Resident Engineer will require the design/build contractor to construct the noise abatement measures included in the final design and project specifications. | Final EIR/EIS   | Design Builder   | During construction                | Noise barriers deemed reasonable and feasible have been incorporated into the project design.<br><br>Construction of all noise walls (K1-A being the last) was completed in Nov. 2017.<br><br>ReValidation 4, approved 07/13/2014.<br>ReValidation 5, approved 12/04/2014.<br><br>Revalidation 7, approved 01/20/15<br>Revalidation 9, approved 10/27/14<br>Revalidation 11, approved 06/04/15<br>Revalidation 12, approved 09/09/16<br>Revalidation 14, approved 04/18/16<br>Revalidation 17, approved 09/01/16 | 1/25/17;<br>7/10/17;<br>7/31/17;<br>11/20/17<br><br>AT<br>AT<br>AT<br>AT | 100% complete for Initial Phase                       | X  |
| N-2    | RCTC's Resident Engineer will require the design/build contractor to control noise from construction activity consistent with the California Department of Transportation's (Department's) Standard Specifications,   | Final EIR/EIS   | Design Builder   | During construction                | During July 2014, City of Corona reviewed and approved a variance to the noise ordinance to allow night time work. Monitored noise levels  | 2/3/17;<br>7/10/17;<br>7/31/17<br><br>AT<br>AT<br>AT                     | Overall 95% Complete and will remain so until project | X  |

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|--------|--|---|--|---------------------|---|--|----|--|--|--|
|        | Section 14-8.02, "Noise Control," and Standard Special Provisions (SSP) S5-310. RCTC's Resident Engineer will require the design/build contractor to ensure that noise levels from construction operations within the State right-of-way between the hours of 9:00 p.m. and 6:00 a.m. not exceed 86 dBA at a distance of 50 ft. The noise level requirement will apply to the equipment on the job site or related to the job, including, but not limited to trucks, transit mixers, or transient equipment that may or may not be owned by the contractor.<br>RCTC's Resident Engineer will require the design/build contractor to use an alternative warning method instead of a sound signal unless required by safety laws. In addition, RCTC's Resident Engineer will require the design/build contractor to equip all internal combustion engines with the manufacturer-recommended mufflers and not operate any internal combustion engine on the job site without the appropriate mufflers. As directed by RCTC's Resident Engineer, the design/build contractor will implement appropriate additional noise mitigation measures, including changing the location of stationary construction equipment, turning off idling equipment, rescheduling construction activity, notifying adjacent residents in advance of construction work, and installing acoustic barriers around stationary construction noise sources. |   |  |                     | adjacent to residences or as identified by complaint.<br><br>ReValidation 15 - Temporary Sound Barrier at Chino Hills State Park for Green River residents.                                   |  |    | completion; however, 100% complete for Initial Phase |  |  |
| N-3    | In accordance with the Municipal Codes of the Cities of Anaheim, Corona, Riverside, and Norco, RCTC's Resident Engineer will require the design/build contractor to limit construction activities to between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, excluding weekends and holidays. If construction is needed outside those hours or days, RCTC's Resident Engineer will require the design/build contractor to coordinate with the affected local jurisdiction. In addition to Measure N-3, Measure GEO-3 specifically addresses potential noise control in the event blasting is necessary during construction along State Route 91 (SR-91) east of Interstate 15 (I-15).   | Final EIR/EIS   | Design Builder   | During construction | During July 2014, City of Corona reviewed and approved a variance to the noise ordinance to allow night time work. Monitor noise levels adjacent to residences or as identified by complaint. | 1/25/2017                                | AT | 100% complete for Initial Phase                      | X  |  |
| N-4    | If noise barriers proposed for I-15 (with the exception of Noise Barrier [NB] K1-A), as part of a separate project, are not constructed within 5 years of the completion of the construction the SR-91 Corridor Improvement Project  | Final EIR/EIS   | RCTC   | During construction | I-15 Tolled Express Lanes Final Env Document approved - will construct N-4 soundwalls.  | 11/4/2016                                | AT | 100% complete for Initial Phase                      | X  |  |

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|                                 | (CIP), the RCTC will initiate a separate project to construct those walls.   |   |  |                     |   |  |  |  |
| N-5                             | 1. Residences that would experience a severe traffic noise impact of 75 dBA equivalent continuous sound level (Leq) or higher would qualify for consideration of unusual and extraordinary abatement under Alternative 2f. NBs M-1, M-2, M-3, and D1-B are considered unusual and extraordinary noise abatement.<br>2. During the design/build phase, RCTC will contract with a qualified acoustical specialist to conduct interior noise analyses at residences projected to experience severe traffic noise impacts. Interior noise abatement for each of those homes will be evaluated on a case-by-case basis per FHWA guidance and noise protocol.  | Final EIR/EIS   | RCTC   | Final design        | Interior and exterior noise readings, conducted in August 2017, conclude no interior noise impact.<br><br>Responses to comments on the interior noise analysis was submitted to Caltrans on 3/1/2018.   | 8/25/17;<br>3/1/20<br><br>AT<br>JLS      | Overall 90% Complete; however, 100% complete for Initial Phase | X  |
| Compensatory Mitigation (1)     | Compensatory Mitigation:<br>1.) Compensatory mitigation for the effects to coastal sage scrub (CSS) vegetation within Riverside County will be achieved through project consistency with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). Permanent effects to CSS vegetation in Orange County occupied by coastal California gnatcatcher (CAGN) or within CAGN-designated critical habitat will be mitigated as described in the Biological Opinion received from the United States Fish and Wildlife Service (USFWS) on November 30, 2011. Specifically, 16.03 acres (ac) of habitat (e.g., CSS) suitable for CAGN breeding, dispersal, and foraging will be restored in Chino Hills State Park (CHSP) (or another off-site area approved by the USFWS) during construction of the Initial Phases under Alternatives 1 and 2. This will increase the amount of conserved habitat available for CAGN in the area. | Final EIR/EIS   | RCTC   | During construction | Compensatory Mitigation Plans for CAGN and LBV were approved in September of 2014.<br><br>In September 2015, RCTC secured the Inland Empire RCD to implement the mitigation plan. In October 2015, RCTC has executed an agreement with CDPR to implement the mitigation plan within Chino Hill state Park. Currently IERCD is obtaining right of entry into Chino Hills State Park. | 10/23/2017<br><br>AT                     | 100% complete for Initial Phase                                | X  |
| Compensatory Mitigation (2 & 3) | 2.) Temporarily impacted coastal sage scrub (CSS) and other vegetation communities used by California gnatcatcher (CAGN) for dispersal and foraging will be restored with in-kind or better vegetation during and after construction as the construction in each disturbed area is completed (e.g., after each phase of construction). Measures TE-1 through TE-17, provided later in the Environmental Commitments Record (ECR), were developed from the Biological Opinion.<br>3.) The plant palette used for restored areas in the project limits and CHSP (or other areas approved by the  | Final EIR/EIS   | RCTC/Design Builder  | During construction | 2) AWJV to submit for RCTC and Caltrans review the week of 8/1/16. Expected submittal date to USFWS and CDFW is 8/15/16. Anticipated restoration will start 10/1/16.<br><br>3) The designated biologist (John Parent) approved the seed mix for hydroseed on the disturbed slopes between Green River Road and Bridge 6/7. The hydroseed is   | 2/5/18;<br>2/12/18<br><br>JLS<br>JLS     | 100% complete for Initial Phase                                | X  |

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|-----------------------------|---|---|--|---------------------|--|--|------------------|--|---|
|                             | USFWS) will be approved by the District Biologist at each location. The District Biologist may consult with local responsible agencies (e.g., local fire agencies) regarding the plant palettes if the District Biologist determines that such consultation would be appropriate.   |   |  |                     | <p>currently being used on these areas as erosion control until the restoration plan will be implemented.</p> <p>3. (AT) Note Caltrans Biologist approval date in this field.</p> <p>After both resource agency and Caltrans review, Caltrans accepted DESN0392.6 California Gnatcatcher Habitat and Temporary Impacts Restoration Plan on Fwd: DESN0392.6 California Gnatcatcher Habitat and Temporary Impacts Restoration Plan on 2/12/2018, constituting closure of this measure. Closure of this measure was reconfirmed during the 2/12/2018 ECR Meeting. During this meeting, it was determined that additional comment from CDFW's Jeff Brandt (unrelated to this measure) will be addressed in the Bat Management Plan. USFWS previously concurred on 2/5 that information regarding bats is not required as part of the restoration plan.</p> |  |                  |  |   |
| Compensatory Mitigation (4) | 4. Compensatory mitigation for riparian communities in both counties will be required for United States Army Corps of Engineers (Corps) Section 404 and California Department of Fish and Game (CDFG) Section 1600 permitting. Typically, riparian habitat subject to Corps and CDFG jurisdiction is mitigated at a minimum mitigation-to-effect ratio of 2:1 for permanent effects and 1:1 for temporary effects, which is consistent with Corps and CDFG policies for no net loss of riparian/riverine habitat (e.g., wetlands) standards. Mitigation for permanent effects will be conducted in advance during the Initial Phases in the form of habitat restoration and/or enhancement in on- or off-site areas where similar riparian habitat exists. Temporary effects to riparian communities will be mitigated at a minimum mitigation ratio of 1:1 to be replaced on site in kind after the temporary impact has occurred. Final details for | Final EIR/EIS   | RCTC/Design Builder  | During construction | <p>For permanent impacts, CDFW 1602 requires 3.0 acres of rehabilitation credits and the USACE 404 permit requires 1.06 acres of compensatory mitigation from a mitigation bank.</p> <p>Permanent impacts: RCRC in lieu fee agreement completed in September 2014.</p> <p>Temporary impacts: on-going due to current construction. A restoration plan will be submitted to Caltrans and RCTC the week of 8/1/16.</p> <p>After both resource agency and Caltrans review, Caltrans accepted DESN0392.6 California Gnatcatcher</p>  | 7/31/17;<br>2/12/18;<br>2/23/18          | AT<br>JLS<br>JLS | Overall 90% Complete; however, 100% complete for Initial Phase | X |

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|--------------------------------------|--|---|--|---|--|--|----|---------------------------------|--|--|
|                                      | compensatory mitigation will be coordinated and environmental clearance will be obtained (if necessary) through coordination among the Riverside County Transportation Commission (RCTC), the California Department of Transportation (Department), the resource agencies, and third-party landowners.   |   |  |   | Habitat and Temporary Impacts Restoration Plan on Fwd: DESN0392.6 California Gnatcatcher Habitat and Temporary Impacts Restoration Plan on 2/12/2018, constituting closure of this measure. Closure of this measure was reconfirmed during the 2/12/2018 ECR Meeting. During this meeting, it was determined that additional comment from CDFW's Jeff Brandt (unrelated to this measure) will be addressed in the Bat Management Plan. USFWS previously concurred on 2/5 that information regarding bats is not required as part of the restoration plan.<br><br>This measure is also addressed in the 1602 permit amendment submitted on 2/23/2018. |  |    |                                 |  |  |
| Compensatory Mitigation (5)          | 5. Prior to beginning construction, a Habitat Mitigation and Monitoring Plan (HMMP) will be developed in coordination with the Corps, CDFG, and USFWS that ensures no net loss of riparian habitat value or acreage. Final details for compensatory mitigation will be evaluated through coordination among the Department, RCTC, and the resource agencies.   | Final EIR/EIS   | RCTC   | Prior to construction                   | Compensatory Mitigation Plan (HMMP) approved September 2014. August 2015 CAGN survey memo approved.  | 2/23/2017                                | AT | 100% complete for Initial Phase | X  |  |
| Item 6 under Compensatory Mitigation | 6. The HMMP will comply with all terms and conditions set forth in the permits and opinions issued by the resource agencies for the project and will include, at a minimum, the following provisions: Permanent impacts to riparian/riverine areas will be replaced on or off site at a minimum ratio of 3:1 with in-kind habitat. Permanent effects to native habitat will be replaced on or off site at a minimum 2:1 ratio with in-kind habitat. Temporary effects to native vegetation will be replaced at a minimum 1:1 ratio with in-kind habitat restored in place within the project area. If off-site restoration is conducted, it will be done within the same watershed as the project. The HMMP will identify a success criterion of at least 80 percent cover of native riparian vegetation or composition structure similar to existing adjacent high- | Final EIR/EIS   | RCTC   | During construction; after construction | Compensatory Mitigation Plan (HMMP) approved September 2014. Agreement with Inland Empire RCD executed October 2015; first annual report to be submitted in March 2017.<br><br>Oak trees are being planted within Chino Hills State Park under the IERCD agreement to manage the restoration effort.   | 2/23/2017                                | AT | 100% complete for Initial Phase | X  |  |

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|---|--|---|--|-------------------------------|---|--|----------|--|--|--|
|   | quality riparian vegetation. Further criteria specified in the HMMP will include an establishment period for the replacement habitat, regular trash removal, and regular maintenance and monitoring activities to ensure the success of the mitigation plan. After construction, annual summary reports of biological monitoring will be provided to the Corps, CDFG, and USFWS documenting the monitoring effort. The duration of the monitoring and reporting will be established by resource agency permit conditions. Compensatory mitigation for effects to oak trees (excluding California scrub oaks) with trunk sizes above 8 inches in diameter at breast height (dbh) will involve replacement at a mitigation-to-effect ratio of 3:1. Heritage oaks (oaks with a greater than 36-inch dbh) will be replaced at a mitigation-to-effect ratio of 10:1, if feasible. |   |  |                               |   |  |          |  |  |  |
| Item 6 under Compensatory Mitigation (cont'd) | If the replacement trees cannot be planted in the immediate vicinity of where the previous trees were located, they may be planted elsewhere in the project area, subject to approval by the Department Landscape Architect and the affected local jurisdiction, if any. All compensatory mitigation for the entire project, both the Initial Phases and Ultimate Projects, will be provided in the Initial Phases of the SR-91 CIP Build Alternatives. RCTC will provide appropriate funds, to be maintained in a non-wasting endowment, to Chino Hills State Park to provide for the long-term maintenance and management of the restored areas within the park to support gnatcatcher habitat in perpetuity.  | Final EIR/EIS   | RCTC   | During construction           | RCRCD agreement includes tree plantings within Temescal Wash.   | 3/13/17;<br>5/18/17                      | AT<br>AT | 100% complete for Initial Phase                                | X  |  |
| NC-1  | 1. During final design, RCTC's Project Engineer will coordinate with the Designated Qualified Biologist to delineate all environmentally sensitive areas (ESAs) within the project footprint and the immediately surrounding areas in the project specifications. ESAs include CSS, chaparral, and riparian/riverine vegetation; the protected zone of any oak tree (5 feet [ft] outside the dripline or 15 ft from the trunk of the tree, whichever is greater) or oak habitat; and designated critical habitat (with constituent elements).<br>2. In addition, all restoration and mitigation areas at Coal Canyon adjacent to the project footprint will be designated ESAs on the project plans.<br>3. Prior to clearing or construction, RCTC's Resident  | Final EIR/EIS   | Design Builder   | Final design/<br>construction | ESA fencing plan approved July 2014. ESA fencing installed in areas of active work as of August 2014. Yellow wire replaced orange snow fence in select areas.<br><br>Installation and maintenance status (including site photos) of ESA fencing can be found in accompanying locations. | 1/6/2017                                 | AT       | Overall 95% Complete; however, 100% complete for Initial Phase | X  |  |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures  | Environmental Analysis Source<br>(Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase                               | Action(s) Taken to Implement Measure   | Measure Completed<br>(Date and Initials) |    | Remarks  | Environmental Compliance for Initial Phase<br>YES / NO |  |
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|        | Engineer will require the design/build contractor to install highly visible barriers (such as orange construction fencing) around all designated ESAs. No grading or fill activity of any type will be permitted within the ESAs. In addition, no construction activities, materials, or equipment will be allowed within the ESAs. All construction equipment will be operated in a manner so as to prevent accidental damage to nearby preserved areas. No structure of any kind, or incidental storage of equipment or supplies, will be allowed within the ESAs. Silt fence barriers will be installed at the ESA boundaries to prevent accidental deposition of fill material in areas where vegetation is adjacent to planned grading activities.  |   |  |  |  |  |    |  |  |  |
| NC-2   | RCTC's Resident Engineer will require the design/build contractor to have a Designated Qualified Biologist under contract. The Designated Qualified Biologist will monitor construction in the vicinity of the ESAs for the duration of construction to flush any wildlife species present prior to construction and to ensure that all vegetation removal, best management practices (BMPs), ESAs, and all avoidance and minimization measures are properly implemented.  | Final EIR/EIS   | Design Builder   | During construction                        | Qualified biologist(s) selected. All resumes on file.  | 9/9/2016                                 | AT | 100% complete for Initial Phase  | X  |  |
| NC-3   | To avoid effects to nesting birds, RCTC's Resident Engineer will require the design/build contractor to conduct any native or exotic vegetation removal or tree trimming activities outside of the nesting bird season (i.e., February 15–September 15). In the event that vegetation clearing is necessary during the nesting season, RCTC's Resident Engineer will require the design/build contractor to have the Designated Qualified Biologist conduct a preconstruction survey within 300 ft of construction areas no more than 7 days prior to construction to identify the locations of nests. Should nesting birds be found, an exclusionary buffer of 300 ft will be established by the Designated Biologist around each nest site. This buffer will be clearly marked in the field by construction personnel under guidance of the design/build contractor's Designated Qualified Biologist, and construction or clearing will not be conducted within this zone until the Designated Qualified Biologist determines that the young have fledged or the nest is no longer active. In the event that construction must occur | Final EIR/EIS   | Design Builder   | Prior to construction; during construction | Bird Biologists (Miller, URS; Thompson, URS; Parent, Aecom) were approved on 11/05/13. Surveys were conducted as necessary during August - Nesting season was completed as of August 31 due to seasonal conditions. Surveys were continued in 2015 from February to September and monitoring reports were regularly submitted to RCTC. As of May 2015, monitoring reports are submitted on a weekly basis. | 1/6/2017                                 | AT | Overall 95% Complete and will remain so until project completion; however, 100% complete for Initial Phase | X  |  |



| ECR ID | Avoidance, Minimization, and/or Mitigation Measures   | Environmental Analysis Source<br>(Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase        | Action(s) Taken to Implement Measure   | Measure Completed<br>(Date and Initials) |    | Remarks                         | Environmental Compliance for Initial Phase<br>YES / NO |  |
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|        | <p>within the 300 ft buffer, the Designated Biologist will take steps to ensure that construction activities do not disturb or disrupt nesting activities. If the Designated Biologist determines that construction activities are disturbing or disrupting nesting activities, the Designated Biologist will notify the Resident Engineer, who has the authority to halt construction to reduce the noise and/or disturbance to the nests. Responses may include, but are not limited to, turning off vehicle engines and other equipment whenever possible to reduce noise, installing a protective noise barrier between the nest and the construction activities, and/or working in other areas until the young have fledged.</p>   |   |  |                     |  |  |    |                                 |  |  |
| NC-4   | <p>When work is conducted during the fire season (as identified by the Orange County Fire Authority [OCFA], Riverside County Fire Department [RCFD], City of Norco Fire Department, and/or the City of Corona Fire Department) adjacent to any vegetated open space, RCTC's Resident Engineer will require the design/build contractor to ensure that appropriate firefighting equipment (e.g., extinguishers, shovels, water tankers) is available on site during all phases of project construction to help minimize the potential for human-caused wildfires. Shields, protective mats, and/or other fire-preventive methods will be used during grinding, welding, and other spark-inducing activities. Personnel trained in fire hazards, preventive actions, and responses to fires will advise contractors regarding fire risk from all construction-related activities. If a responsible fire agency (OCFA, RCFD, City of Norco Fire Department, or City of Corona Fire Department) requires the RCTC to clear defensible spaces during construction, the RCTC's Resident Engineer, the design/build contractor, and the design/build contractor's Designated Qualified Biologist will coordinate with the USFWS prior to this clearing effort. In the event there are resources in the areas identified for defensible clearing, RCTC's Resident Engineer and the Designated Qualified Biologist will coordinate with any applicable permitting agencies regarding possible effects to those resources prior to approving the defensible clearing of any areas by the contractor.</p> <p>During all Red Flag Warning periods as issued by the National Weather Service, the design/build contractor will</p> | Final EIR/EIS   | Design Builder   | During construction | <p>Safety Plan covers all potential hazards and measures to be implemented during fire season. Design Builder implementing these measures near natural habitat areas (Bridge 2).</p> | 6/2/2017                                 | AT | 100% complete for Initial Phase | X  |  |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures  | Environmental Analysis Source<br>(Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase                                   | Action(s) Taken to Implement Measure  | Measure Completed<br>(Date and Initials) | Remarks  | Environmental Compliance for Initial Phase<br>YES / NO |
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|        | not be allowed to operate mechanized equipment or equipment that could throw off sparks or potentially start fires in any areas of natural open space in CHSP or other areas.  |   |  |  |   |  |  |  |
| NC-5   | During final design, the Project Engineer will coordinate with the Designated Qualified Biologist to identify developed or nonsensitive upland habitat areas appropriate for use during construction for equipment maintenance, staging, dispensing of fuel and oil, or any other such activities and will delineate and identify those areas on the project specifications. The Designated Qualified Biologist will specifically identify developed or nonsensitive upland habitat areas to prevent any spill runoff on those sites from entering waters of the United States. During construction, RCTC's Resident Engineer will require the design/build contractor to ensure that all equipment maintenance, staging, dispensing of fuel and oil, or any other such activities occur in developed or designated nonsensitive upland habitat areas designated in the project specifications for those uses. | Final EIR/EIS   | Design Builder   | Final design; during construction              | ESA exhibit was prepared in August 2013 and is being implemented in the field. Exhibit shows where staging and maintenance areas can be placed.   | 2/23/17;<br>5/18/17<br>AT                | 100% complete for Initial Phase  | X  |
| NC-6   | During final design, RCTC's Project Engineer will coordinate with the Designated Qualified Biologist to identify the locations of all existing wildlife fencing and will delineate and identify those areas on the project specifications. Prior to and during construction, RCTC's Resident Engineer will require the design/build contractor to install new fencing prior to the removal of any existing wildlife fencing to protect against wildlife-vehicle incidents. The new fencing must be the same or greater height than the previous wildlife fence. The RCTC Resident Engineer will require the design/build contractor to ensure that the fencing is maintained and functional throughout the project construction. The Department will ensure that the fencing is maintained and functional throughout the life of the project to prevent wildlife-vehicle incidents.                            | Final EIR/EIS   | Design Builder   | Final design; prior to and during construction | Wildlife fencing as shown in project specifications have been and will continue to be installed in order to delineate and identify environmentally sensitive areas in construction areas. Design team is coordinating with Designated Qualified Biologist. ESA exhibit was prepared in August 2013 and is being implemented in the field. Wildlife corridor plan was reviewed and approved in October 2014. | 1/6/2017<br>AT                           | Overall 95% Complete and will remain so until project completion; however, 100% complete for Initial Phase | X  |
| NC-7   | During final design, RCTC's Project Engineer will coordinate with the Designated Qualified Biologist to identify the habitat adjacent to Coal Canyon, B Canyon, Fresno Canyon/Wardlow Wash, and Bedford Wash that is anticipated to be disturbed by construction activities and will delineate those areas on the project  | Final EIR/EIS   | Design Builder   | Final design; during construction              | Habitat adjacent to Coal Canyon, B Canyon, Fresno Canyon/Wardlow Wash, and Bedford Wash have been identified on project specifications. Restoration for impacts to these areas is in-progress. Include  | 2/5/18;<br>2/12/18<br>JLS<br>JLS         | 100% complete for Initial Phase  | X  |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures   | Environmental Analysis Source<br>(Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase                                   | Action(s) Taken to Implement Measure  | Measure Completed<br>(Date and Initials)  | Remarks  | Environmental Compliance for Initial Phase<br>YES / NO |
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|        | specifications. As detailed in the project specifications, RCTC's Resident Engineer will require the design/build contractor to restore habitat adjacent to Coal Canyon, B Canyon, Fresno Canyon/Wardlow Wash, and Bedford Wash that was disturbed during construction as construction in the affected areas is completed. That restoration will be provided on a 1:1 ratio, using native vegetation as determined by RCTC and the Department in coordination with the resource agencies.                                   |   |  |  | <p>discussion regarding monitoring at B Canyon, punch through pipe (2016), monitor present</p> <p>After both resource agency and Caltrans review, Caltrans accepted DESN0392.6 California Gnatcatcher Habitat and Temporary Impacts Restoration Plan on Fwd: DESN0392.6 California Gnatcatcher Habitat and Temporary Impacts Restoration Plan on 2/12/2018, constituting closure of this measure. Closure of this measure was reconfirmed during the 2/12/2018 ECR Meeting. During this meeting, it was determined that additional comment from CDFW's Jeff Brandt (unrelated to this measure) will be addressed in the Bat Management Plan. USFWS previously concurred on 2/5 that information regarding bats is not required as part of the restoration plan.</p> <p>During the 2/5 meeting Caltrans provided concurrence that habitat adjacent to Coal Canyon, B Canyon, Fresno Canyon/Wardlow Wash, and Bedford Wash appeared to be restored.</p> |   |  |  |
| NC-8   | During final design, RCTC's Project Engineer will coordinate with the Designated Qualified Biologist to delineate all wildlife corridors within the project footprint and the immediately surrounding areas as Environmentally Sensitive Areas (ESAs) in the project specifications. Prior to and during construction, RCTC's Resident Engineer will require the design/build contractor to ensure that equipment maintenance, lighting, and staging are limited to designated areas away from wildlife corridor entrances. | Final EIR/EIS   | Design Builder   | Final design; prior to and during construction | <p>Wildlife corridors within the project footprint have been identified and delineated in project specifications. Equipment maintenance, lighting, and staging limitations are being implemented.</p> <p>After both resource agency and Caltrans review, Caltrans accepted DESN0392.6 California Gnatcatcher Habitat and Temporary Impacts Restoration Plan on Fwd: DESN0392.6 California Gnatcatcher</p>   | <p>9/9/16;<br/>7/31/17;<br/>2/5/18;<br/>2/12/18;<br/>2/23/18</p> <p>AT<br/>AT<br/>JLS<br/>JLS<br/>JLS</p> | Overall 90% complete; however, 100% complete for Initial Phase | X  |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures  | Environmental Analysis Source<br>(Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase                        | Action(s) Taken to Implement Measure  | Measure Completed<br>(Date and Initials) |    | Remarks                         | Environmental Compliance for Initial Phase<br>YES / NO |  |
|--------|--|---|--|-------------------------------------|---|--|----|---------------------------------|--|--|
|        |  |   |  |                                     | Habitat and Temporary Impacts Restoration Plan on 2/12/2018, constituting closure of this measure. Closure of this measure was reconfirmed during the 2/12/2018 ECR Meeting. During this meeting, it was determined that additional comment from CDFW's Jeff Brandt (unrelated to this measure) will be addressed in the Bat Management Plan. USFWS previously concurred on 2/5 that information regarding bats is not required as part of the restoration plan.<br><br>This measure is also addressed in the 1602 permit amendment submitted on 2/23/2018. |  |    |                                 |  |  |
| NC-9   | During final design, RCTC's Project Engineer will develop design and construction management measures to direct temporary construction noise and nighttime construction lighting and permanent facility lighting away from the wildlife corridors, bridges (structures potentially occupied by bats), biologically sensitive areas, Western Riverside County MSHCP Conservation Areas, vegetated drainages, CSS in CAGN-designated critical habitat with long-term conservation value for covered species. Those design measures will be approved by Department District 8 Biology/Environmental prior to the completion of final design. If construction work must be done at night, RCTC's Resident Engineer will require the design/build contractor to properly implement the measures developed during final design to direct noise and direct lighting away from the wildlife corridors, bridges, and biologically sensitive areas during those nighttime construction activities. | Final EIR/EIS   | RCTC   | Final design; prior to construction | Wildlife Crossing Lighting and Noise Plan approved by RCTC and submitted to CDFW for review and approval. CDFW approved in October 2014   | 9/9/2016                                 | AT | 100% complete for Initial Phase | X  |  |
| NC-10  | Prior to and during construction, RCTC's Resident Engineer will require the design/build contractor to keep the wildlife corridors clear of all equipment or structures that could potentially serve as barriers to wildlife passage.  | Final EIR/EIS   | Design Builder   | Prior to and during construction    | Design Builder actively ensuring that wildlife corridors are kept clear of equipment and falsework.   | 9/9/16/16                                | AT | 100% complete for Initial Phase | X  |  |

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|--------|--|---|--|-----------------------------------|--|--|--|--|
| NC-11  | During final design, RCTC's Project Engineer will ensure that the existing culvert structures that will be extended or modified by the project are designed so that they are at least as compatible with wildlife usage as the existing culvert structures. Those culverts will be shown on the project specifications. RCTC's Resident Engineer will require the design/build contractor to properly implement these compatible culvert designs during construction.  | Final EIR/EIS   | Design Builder   | Final design                      | Wildlife Noise and Lighting Plan included description of design characteristics to document compliance. Plan approved by RCTC and submitted to CDFW for review and approval.   | 8/25/2017 AT                             | 100% complete for Initial Phase  | X  |
| NC-12  | Within Coal Canyon, B Canyon, Fresno Canyon/Wardlow Wash, and Bedford Wash, RCTC's Resident Engineer will require the design/build contractor to limit the hours of construction within 1,000 ft of the centerline of each of these crossings to daylight hours (7:00 a.m. to 4:00 p.m.) to ensure continued use of these wildlife corridors during construction, with the exception of limited periods when evening or night work is required for safety or operations reasons.   | Final EIR/EIS   | Design Builder   | During construction               | Hours of construction near wildlife crossings have been and will continue to be consistent with commitment NC-12. URS completed both day and night project monitoring to verify compliance.  | 9/9/2016 AT                              | Overall 95% Complete and will remain so until project completion; however, 100% complete for Initial Phase | X  |
| NC-13  | During final design, RCTC's Project Engineer will ensure that the design and construction process for all structures required for bridge and/or culvert work within Coal Canyon, B Canyon, Fresno Canyon/Wardlow Wash, and Bedford Wash, will not block the main underpass at these locations during construction. RCTC's Project Engineer will ensure that the design of the scaffolding and false work is restricted to the sides of the underpass and limits of the existing exclusionary chain-link fence to maintain the existing width of the wildlife corridor during construction activities. During construction within Coal Canyon, B Canyon, Fresno Canyon/Wardlow Wash, and Bedford Wash, RCTC's Resident Engineer will require the design/build contractor to ensure that all structures required for bridgework are installed and constructed consistent with the final design specifically to avoid blocking the main underpass during construction and to restrict all scaffolding and false work to the sides of the underpass and limits of the existing exclusionary chain-link fence to maintain the existing width of the wildlife corridor during construction activities. | Final EIR/EIS   | Design Builder   | Final design; during construction | Design of scaffolding and falsework restricts construction in the areas described in NC-13 to minimize impacts to the associated wildlife corridors. Construction in within Coal Canyon, B Canyon, Fresno Canyon/Wardlow Wash is being completed in compliance with NC-13. Measures to minimize impacts to wildlife corridors are currently being implemented in construction. Include discussion of Caltrans planting at Coal Canyon, John Novack/D12/Chuck Baker coordination. | 9/9/2016 AT                              | 100% complete for Initial Phase  | X  |
| NC-14  | Minimal equipment staging area is available at the eastbound Coal Canyon off-ramp along the sides of the paved road and will be used for the staging of equipment for Coal Canyon work only. During final design, RCTC's Project Engineer will ensure that the available area for  | Final EIR/EIS   | Design Builder   | Final design; during construction | A Wildlife Crossing Noise and Lighting Plan was approved by RCTC in July 2014 and submitted to CDFW to address construction activities that are required to be   | 6/2/2017 AT                              | 100% complete for Initial Phase  | X  |

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|        | construction staging at the eastbound Coal Canyon off-ramp is delineated on the project specifications. RCTC's Resident Engineer will require the design/build contractor to minimize the use of this area during construction and, where possible, to avoid the area from February 15 to September 1. RCTC's Resident Engineer will require the design/build contractor to ensure that vehicles staged in this area are equipped with security lights.  |   |  |                     | completed during night time hours. Project Biologist conducted monitoring for night work.<br><br>The eastbound Coal Canyon off-ramp area was not used for staging (confirmed by Construction Engineer Salim Khalil on 6/2/17).   |  |  |  |
| NC-15  | During construction within Coal Canyon, RCTC's Resident Engineer will require the design/build contractor to keep the Coal Canyon on- and off-ramps open at all times for emergency and police personnel. RCTC's Resident Engineer will require the design/build contractor to ensure that use of the emergency access road as a turnaround or shortcut for any construction or non-emergency traffic is prohibited. That road will only be used during bridge construction and general road construction at Coal Canyon. RCTC's Resident Engineer will also require the design/build contractor to ensure that, in general, no hauling is allowed at night through underpasses and freeway off-ramps. | Final EIR/EIS   | Design Builder   | During construction | Emergency access via Coal Canyon is being maintained as described in NC-15. AWJV has minimally used the road during construction utilities and other features of the project.<br><br>Project biologist has conducted monitoring throughout construction of the project to ensure compliance. | 5/12/2017 AT                             | 100% complete for Initial Phase  | X  |
| NC-16  | During construction in Coal Canyon, RCTC's Resident Engineer will require the design/build contractor to <u>close the gates at Coal Canyon at the end of each construction day</u> . The locations of those gates will be shown on the project specifications.   | Final EIR/EIS   | Design Builder   | During construction | Currently being implemented during construction; RCTC to ensure that gates are closed after every construction day.  | 1/2/2017 AT                              | Overall 95% Complete and will remain so until project completion; however, 100% complete for Initial Phase | X  |
| NC-17  | During final design, RCTC's Project Engineer will coordinate with the Designated Qualified Biologist to identify existing and proposed conservation areas within the project footprint or in the immediately surrounding areas and will designate those areas on the project specifications. To reduce impacts where the project interfaces with existing or proposed conservation areas prior to and during construction, RCTC's Project Manager will ensure that the project complies with the Urban/Wildlands Interface Guidelines in Section 6.1.4 of the Western Riverside County MSHCP. The project  | Final EIR/EIS   | RCTC   | Final design        | Pending approval of Revalidation 23 to close measure.  | 1/6/2017 AT                              | Overall 95% Complete and will remain so until project completion; however, 100% complete for Initial Phase | X  |

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|--------|---|---|--|-----------------------|---|--|---------------------------------|--|
|        | specifications will include applicable guidelines from the Western Riverside County MSHCP.  |   |  |                       |   |  |                                 |  |
| NC-18  | During final design, RCTC's Project Engineer will coordinate with the Designated Qualified Biologist to identify existing Criteria Areas within the project footprint or in the immediately surrounding areas and will designate those areas on the project specifications. To reduce impacts where the project is located within the Criteria Area, RCTC's Project Manager will ensure that the project complies with the applicable siting and design criteria and the Construction Guidelines in Section 7.5.2 of the Western Riverside County MSHCP. The project specifications will include applicable guidelines from the Western Riverside County MSHCP. | Final EIR/EIS   | Design Builder   | Final design          | ESA exhibit was prepared in August 2013 and is being implemented in the field. Exhibit reflects where criteria areas are located.   | 1/6/2017 AT                              | 100% complete for Initial Phase | X  |
| NC-19  | During construction, RCTC's Resident Engineer will require the design/build contractor to comply with guidelines from the Western Riverside County MSHCP included in the project specifications. The SR-91 CIP is a covered project. Therefore, RCTC's Resident Engineer will ensure that the SR-91 CIP complies with all Western Riverside County MSHCP Construction Guidelines and Standard BMPs prior to and during construction.  | Final EIR/EIS   | Design Builder   | During construction   | MSHCP construction guidelines and BMPs have been incorporated into project design and applicable project guidelines. Implementation during construction is ongoing.   | 9/29/2016 AT                             | 100% complete for Initial Phase | X  |
| WET-1  | Riverside County Transportation Commission's (RCTC) Project Manager will ensure that prior to any clearing or construction, a Section 404 Nationwide Permit is obtained through the United States Army Corps of Engineers (Corps) pursuant to Section 404 of the Clean Water Act (CWA). RCTC's Resident Engineer will retain a copy of the Corps permit at the construction site and will ensure that the conditions in that permit are properly implemented prior to and during construction.  | Final EIR/EIS   | Design Builder   | Prior to construction | 404 Permit Package approved for affected delineated areas other than Oak St Channel - Approved Sept 2014. Submit 404 application package for Oak St Channel - Approved Feb 2015. Amendments for Oak St. Channel impacts approved Feb. 19. 2015  | 8/21/2015 SB                             | 100% complete for Initial Phase | X  |
| WET-2  | RCTC's Project Manager will ensure that prior to any clearing or construction, a Streambed Alteration Agreement with California Department of Fish and Game (CDFG) is obtained. RCTC's Resident Engineer will retain a copy of the CDFG agreement at the construction site and will ensure that the conditions in that agreement are properly implemented prior to and during construction.   | Final EIR/EIS   | Design Builder   | Prior to construction | The Streambed Alteration Agreement (1602 Agreement) for the SR-91 CIP was secured in August of 2014. Streambed Alteration Agreement: Completed and approved on 08/15/13.<br><br>ReValidation 6, approved 7/11/14<br>ReValidation 18, approved 11/2/15<br>1602 Amendment 1, approved 11/3/15 | 8/21/2015 SB                             | 100% complete for Initial Phase | X  |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures  | Environmental Analysis Source<br>(Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase   | Action(s) Taken to Implement Measure   | Measure Completed<br>(Date and Initials) | Remarks                         | Environmental Compliance for Initial Phase<br>YES / NO |
|--------|--|---|--|--|--|--|---------------------------------|--|
| WET-3  | RCTC's Project Manager will ensure that prior to any clearing or construction, a Section 401 Water Quality Certification from the Regional Water Quality Control Board (RWQCB) is obtained.<br>RCTC's Resident Engineer will retain a copy of the Section 401 certification at the construction site and will ensure that the conditions in that certification are properly implemented prior to and during construction.  | Final EIR/EIS   | Design Builder   | Prior to construction  | 401 Permit secured in May of 2014. A copy of the certification is accessible at project construction sites. Implementation of conditions associated with the permit is in-progress.  | 8/21/2015 SB                             | 100% complete for Initial Phase | X  |
| PS-1   | As part of the SR-91 CUP Habitat Mitigation and Monitoring Plan, trees and shrubs will be planted at appropriate locations, and the species list to be used for those plantings will include Southern California black walnut and Coulter's matilija poppy. At a minimum, 30 Southern California black walnut trees will be planted.   | Final EIR/EIS   | RCTC's Project Manager                                       | Required for Initial Phase; Timing during the design/build phase | The HMMP approved in September 2014, identifies oak tree plantings and that Coulter's Matilija poppy seedlings.<br>RFC landscape package B (approved November 2014) includes highway planting of Southern California Black walnut trees within the SR 91/71 interchange area.<br>The Cooperative Agreement with State Parks, executed 2/10/16, for mitigation restoration within Chino Hills State Park includes the planting of 50 container Matilija Poppy (pg. 58).   | 6/2/2017 AT                              | 100% complete for Initial Phase | X  |
| AS-1   | During final design, the Riverside County Transportation Commission's (RCTC) Project Engineer will coordinate with the Designated Qualified Biologist to identify all areas of potential burrowing owl (BUOW) habitat within the project footprint or in the immediately surrounding areas and will designate those areas on the project specifications. To ensure that any BUOW that may occupy the site in the future are not affected by construction activities, RCTC's Resident Engineer will require the design/build contractor to have preconstruction BUOW surveys conducted by a Designated Qualified Biologist within 30 days prior to any phase of construction in the areas identified as potential BUOW habitat. These preconstruction surveys are also required to comply with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), the federal Migratory Bird Treaty Act (MBTA), and the California Fish and Game Code. If any of the preconstruction surveys determine that BUOW are present, one or more of the following mitigation | Final EIR/EIS   | Design Builder   | Final design   | Burrowing Owl Surveys completed in September 2013.<br><br>Based on BUOW PA&ED reports, habitat indicators were present during the survey to merit preconstruction survey.<br><br>Seven jurisdictional features with potentially-suitable BUOW habitat were located within the Biological Survey Area (BSA). No BUOW, or their sign, were located within the CDFW jurisdictional features or their buffer during the protocol surveys. All seven drainages contained burrows and habitat that has the potential to support BUOW, but were all impacted by human disturbance and noise and were generally limited to | 1/6/2017 AT                              | 100% complete for Initial Phase | X  |



| ECR ID | Avoidance, Minimization, and/or Mitigation Measures   | Environmental Analysis Source<br>(Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase          | Action(s) Taken to Implement Measure   | Measure Completed<br>(Date and Initials) | Remarks                         | Environmental Compliance for Initial Phase<br>YES / NO |
|--------|---|---|--|-----------------------|--|--|---------------------------------|--|
|        | measures may be required:<br>(1) avoidance of active nests/burrows and surrounding buffer area during construction activities;<br>(2) passive relocation of individual owls;<br>(3) active relocation of individual owls; and<br><br>(4) preservation of on-site habitat with long-term conservation value for the owl. The specifics of the required measures will be coordinated among the Department District Biologist, RCTC's Project Manager, RCTC's Resident Engineer, the design/build contractor, the design/build contractor's Designated Qualified Biologist, and the resource agencies. RCTC's Resident Engineer will ensure that any BUOW measures determined to be required based on the results of the preconstruction surveys and the required coordination are properly implemented by the design/build contractor prior to and during construction in the BUOW areas identified in the surveys. | Final EIR/EIS   |  |                       | small open areas with limited foraging area necessary to support BUOW.   |  | 100% complete for Initial Phase | X  |
| AS-2   | During final design, RCTC's Project Engineer will coordinate with the Designated Qualified Biologist to identify all areas of potential bat habitat within the project footprint or in the immediately surrounding areas and will designate those areas on the project specifications. RCTC's Project Manager will require the design/build contractor to have a Designated Qualified Bat Biologist survey all potential bat habitat in June, prior to construction, to assess the potential for the presence of maternity roosts because maternity roosts are generally formed in late spring. The Designated Qualified Bat Biologist will also perform preconstruction surveys because bat roosts can change seasonally. The surveys will include a combination of structure inspection, sampling, exit counts, and acoustic surveys.   | Final EIR/EIS   | Design Builder   | Final design          | Bat habitat within the project area has been identified on project specifications. The Designated Qualified Bat Biologist has and continues to complete bat surveys per AS-2.<br><br>Bat Survey Report approved on 12/17/13. | 2/2/17;<br>7/31/17<br><br>AT<br>AT       | 100% complete for Initial Phase | X  |
| AS-3   | To avoid direct mortality to bats roosting in areas subject to effects from construction activities, RCTC's Resident Engineer will require the design/build contractor to ensure that any structure with potential bat habitat will have temporary bat exclusion devices installed under the supervision of the Designated Qualified Bat Biologist prior to construction. The installation of the exclusion devices will be conducted during the fall (September or October) to avoid trapping flightless young inside during   | Final EIR/EIS   | Design Builder   | Prior to construction | Bat exclusionary devices have been installed in structures with potential bat habitat per requirements set forth in AS-3.  | 8/21/2015<br><br>SB                      | 100% complete for Initial Phase | X  |

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|--------|---|---|--|----------------------------------|--|--|--|--|
|        | the summer months or hibernating individuals during the winter. Such exclusion efforts must be continued to keep the structures free of bats until the completion of construction. Replacement roosting habitat may also be needed to minimize effects to excluded bats. All bat exclusion techniques will be coordinated among the California Department of Transportation (Department) District 8 Biologist, the Department District 12 Biologist, RCTC's Project Manager, RCTC's Resident Engineer, the design/build contractor, the design/build contractor's Designated Qualified Bat Biologist, and the resource agencies.  |   |  |                                  |  |  |  |  |
| AS-4   | As required in Measure NC-10, RCTC's Resident Engineer will ensure that all construction work on bridges will take place during the day to the best extent feasible. Limited evening and/or night construction may be required for safety and/or operations reasons. The RCTC Project Engineer will require the design/build contractor to include construction management measures to direct lighting and noise away from bat night roosting areas in the project specifications. The RCTC Resident Engineer will require the design/build contractor to implement those measures during evening and night construction as much as possible while providing for safe facility operations and construction worker safety. | Final EIR/EIS   | Design Builder   | During construction              | A Wildlife Crossing Noise and Lighting Plan was approved by RCTC in July 2014 and submitted to CDFW to address construction activities that are required to be completed during night time hours.<br><br>Design Builder actively ensuring that wildlife corridors are kept clear of equipment and falsework. | 1/6/2017<br><br>AT                       | Overall 95% Complete and will remain so until project completion; however, 100% complete for Initial Phase | X  |
| AS-5   | RCTC's Project Engineer will ensure that the final design specifically addresses keeping riparian vegetation delineated on the project specifications that is adjacent to bat roosting sites (which include crevices in bridges, culverts, and overhead structures) intact during construction per measures included in the project specifications. Prior to and during construction, RCTC's Resident Engineer will require the design/build contractor to properly implement the measures in the project specifications to keep riparian vegetation adjacent to bat roosting sites intact.   | Final EIR/EIS   | Design Builder   | Prior to and during construction | Riparian vegetation adjacent to bat roosting habitat has been identified on ESA exhibits.  | 1/25/17;<br>11/6/17<br><br>AT<br>AT      | 100% complete for Initial Phase  | X  |
| AS-6   | To prevent project effects to bridge- and crevice-nesting birds (i.e., swifts and swallows), RCTC's Resident Engineer will require the design/build contractor to ensure that all work on existing bridges with potential habitat that is conducted between February 15 and October 31 includes removal of all bird nests prior to construction under the guidance and observation of the   | Final EIR/EIS   | Design Builder   | During construction              | Removal of bird nests, prior to construction in bridge areas with potential habitat, occurred to the extent possible.<br><br>Exclusionary efforts, as described in AS-6 were implemented with supervision of a designated biologist.   | 5/12/17;<br>11/20/17<br><br>AT<br>AT     | 100% complete for Initial Phase  | X  |

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|--------|--|---|--|--|---|--|----------|---|---|
|        | Designated Qualified Biologist prior to February 1 of that year, before the swallow colony returns to the nesting site. Removal of swallow nests that are under construction must be repeated as frequently as necessary to prevent nest completion or until a nest exclusion device is installed (such as netting or a similar mechanism that keeps birds from building nests). Nest removal and exclusion device installation will be monitored by the Designated Qualified Biologist. Such exclusion efforts must be continued to keep the structures free of swallows until September or completion of construction. All nest exclusion techniques will be coordinated among the Department District 8 Biologist, the Department District 12 Biologist, RCTC's Project Manager, RCTC's Resident Engineer, the design/build contractor, the design/build contractor's Designated Qualified Biologist, and the resource agencies.  |   |  |  | Crevices were filled on Bridge 3 with foam which, while primarily implemented for bats, also excluded white throated swifts from potential roost and nest habitat in this hinge structure (Oct 2014). The study excluded birds/bats from bridges to be demolished during 2015 or 2016. Installed one-way doors and wire mesh at soffit weepholes of affected project bridges (January and February 2015). Exclusion efforts continued through the 2017 nesting season which ended in October.   |  |          |   |   |
| AS-7   | During final design, RCTC's Project Manager, the Department District 8 Biologist, the Department District 12 Biologist, and the Designated Qualified Biologist will determine whether structural features providing existing bat roosting habitat cannot be permanently retained following construction. If that is the case, RCTC's Project Manager, RCTC's Project Engineer, the Department District 8 Biologist, the Department District 12 Biologist, and the Designated Qualified Biologist will identify alternative roosting habitat to be installed during project construction. The project specifications will include suitable designs and specifications for bat exclusion and habitat replacement structures. Prior to and during construction, RCTC's Resident Engineer will require the design/build contractor to properly implement the designs and specifications for bat exclusion and habitat replacement structures included in the project specifications. The installation and maintenance of those structures will be monitored by the Designated Qualified Biologist. | Final EIR/EIS   | Design Builder   | Final design; prior to and during construction | Bat Panel Habitat installation, at Bridge 4, was completed on 01/13/14. Bat panel installation, over Temescal Wash, will be completed in July 2017.<br><br>Retention of structural features providing bat roosting habitat will be determined following project completion.<br><br>Installation was completed in July 2017 with bat biologist, Jill Carpenter, present.<br><br>Details regarding panel installation locations and dates will be discussed in the Post-Construction Monitoring Report; which will be submitted to resource agencies. | 7/10/17;<br>7/31/17                      | AT<br>AT | 100% complete for Initial Phase                                   | X |
| AS-8   | RCTC's Resident Engineer will require the design/build contractor to install and maintain silt fence barriers at all staging or construction areas at Coal Canyon and areas within Chino Hills State Park (CHSP) to prevent small animals from entering those areas.   | Final EIR/EIS   | Design Builder   | During construction                            | Silt fence barriers at Coal Canyon and areas within Chino Hills State Park have been installed and will be maintained throughout project construction.  | 12/29/2016                               | AT       | Overall 95% Complete and will remain so until project completion; | X |

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|--------|--|---|--|----------------------|--|--|--|--|
|        |  |   |  |                      |  |  | however, 100% complete for Initial Phase                       |  |
| TE-1   | <p>Prior to any ground disturbing activities, an individual will be identified as the Designated Biologist. A qualified Designated Biologist must have a Bachelor's degree with an emphasis in ecology, natural resource management, or related science; 3 years of experience in field biology or current certification of a nationally recognized biological society, such as The Ecological Society of America or The Wildlife Society; previous experience with applying the terms and conditions of a Biological Opinion; and the appropriate permit and/or training if conducting focused or protocol surveys for listed species.</p> <p>The Riverside County Transportation Commission (RCTC) will ensure the Designated Biologist position is filled throughout the construction period. Each successive Designated Biologist (if applicable) will be approved by the United States Fish and Wildlife Service (USFWS) and California Department of Fish and Game (CDFG) (hereafter referred to as the Wildlife Agencies). The Designated Biologist will have the authority to ensure compliance with conservation measures and will be the primary agency contact for the implementation of these measures. The Designated Biologist will have the authority and responsibility to halt activities that are in violation of the conservation measures.</p> | Final EIR/EIS   | Design Builder   | Prior to disturbance | Designated Qualified Biologists meet all of the criteria set forth in TE-1 and have been approved by each agency listed in commitment TE-1.  | 8/25/2015 SB                             | 100% complete for Initial Phase                                | X  |
| TE-2   | <p>To minimize adverse effects from dust during all site disturbance, grading, and construction activities, the design/build contractor will ensure that all active parts of the construction site are watered a minimum of twice daily or more often when needed due to dry or windy conditions to prevent excessive amounts of dust. Additionally, the design/build contractor will ensure that all stockpiled material is sufficiently watered or covered to prevent excessive amounts of dust.</p>   | Final EIR/EIS   | Design Builder   | During construction  | <p>Design Builder is implementing BMPs to minimize dust during construction.</p> <p>Daily Quality Assurance Inspection Reports would have identified any dust control violations since dust control was a checklist item. No violations were identified during construction.</p> | 10/6/2017 AT                             | Overall 95% Complete; however, 100% complete for Initial Phase | X  |
| TE-3   | <p>All erosion and sediment control devices during project construction and operation, including fiber rolls and bonded fiber matrix, will be made from biodegradable</p>  | Final EIR/EIS   | Design Builder   | During construction  | Design Builder is actively implementing BMPs per the NPDES General Construction Permit.  | 11/20/2017 AT                            | Overall 95% Complete; however, 100%                            | X  |

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|--------|--|---|--|---------------------|--|--|---|--|
|        | materials such as jute, with no plastic mesh, to avoid creating a wildlife entanglement hazard.  |   |  |                     |  |  | complete for Initial Phase  |  |
| TE-4   | During all site disturbance, grading, and construction activities, the design/build contractor will be required to control noise from construction activity consistent with Caltrans Standard Specifications, Section 14-8.02, "Noise Control," and the California Department of Transportation (Caltrans) Standard Special Provisions S5-310. Noise levels from construction operations within the State right-of-way between the hours of 9:00 p.m. and 6:00 a.m. will not exceed 86 A-weighted decibels (dBA) at a distance of 50 feet (ft) from the noise source. The noise level requirement will apply to the equipment on the job site or related to the job, including, but not limited to, trucks, transit mixers, or transient equipment that may or may not be owned by the contractor.   | Final EIR/EIS   | Design Builder   | During construction | As documented for Noise Measure N-2, measures to reduce noise from construction activities were implemented throughout construction duration. During July 2014, City of Corona reviewed and approved a variance to the noise ordinance to allow night time work. With regard to Threatened and Endangered Species, the designated Project Biologist monitored for noise violations that had the potential to impact wildlife.  | 6/5/2017 AT                              | 100% complete for Initial Phase                                   | X  |
| TE-5   | During all site disturbance, grading, and construction activities in and immediately adjacent to biologically sensitive areas, Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) Conservation Areas, vegetated drainages, and coastal sage scrub (CSS) in coastal California gnatcatcher (CAGN) designated critical habitat, the design/build contractor will be required to control noise from construction activity by using an alternative warning method instead of a sound signal unless required by safety laws. In addition, the contractor will equip all internal combustion engines with the manufacturer-recommended mufflers and will not operate any internal combustion engine on the job site without the appropriate mufflers. As directed by the RCTC Resident Engineer, the contractor will implement appropriate additional noise mitigation measures, including changing the location of stationary construction equipment, turning off idling equipment, rescheduling construction activity, notifying adjacent residents in advance of construction work, and installing acoustic barriers around stationary construction noise sources. | Final EIR/EIS   | Design Builder   | During construction | Noise control measures were taken during all site disturbance, grading, and construction activities in and immediately adjacent to biologically sensitive areas except for one instance in early 2017 at the NW quadrant of the 91/71 interchange. The PCM biologist paused the activity and advised the construction team on appropriate measures. Documentation is provided in Biological Resource Monitoring Reports.<br><br>Documentation prepared for Measure N-2 (Noise) details measures taken to keep the public informed about potentially noisy construction activities. | 10/6/2017 AT                             | 100% complete for Initial Phase                                   | X  |
| TE-6   | In accordance with the Municipal Codes of the Cities of Anaheim, Corona, Riverside, and Norco, the design/build contractor will be required to limit construction activities to between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, excluding weekends and  | Final EIR/EIS   | Design Builder   | During construction | During July 2014, City of Corona reviewed and approved a variance to the noise ordinance to allow night time work.<br><br>A Wildlife Crossing Noise and  | 1/6/2017 AT                              | Overall 95% Complete and will remain so until project completion; | X  |

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|--------|--|--|--|-----------------------|---|---------------------------------------|----|--|---|--|
|        | holidays. If construction is needed outside those hours or days, the design/build contractor will be required to coordinate with the affected local jurisdiction. If the local jurisdiction approves construction hours that are different from those imposed by this measure, then the design/build contractor will immediately request that RCTC consider a modification to this measure to allow construction during the new hours that the local jurisdiction approved.  |  |  |                       | Lighting Plan was approved by RCTC in July 2014 and submitted to CDFW to address construction activities that are required to be completed during night time hours.   |                                       |    | however, 100% complete for Initial Phase   |   |  |
| TE-7   | In the major wildlife movement corridors at, Coal Canyon, Wardlow Wash, and Fresno Canyon, and areas adjacent to least Bell's vireo and CAGN occupied areas (approximately Post Mile [PM] ORA-91-R17.16 to PM ORA-91-R18.74), construction activities will be limited to between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday. Should an exception to this measure be necessary, RCTC and the California Department of Transportation (Department) will consult with the Wildlife Agencies to determine effective measures to avoid and minimize adverse impacts to these species and movement corridors. | Final EIR/EIS  | Design Builder   | During construction   | A Wildlife Crossing Noise and Lighting Plan was approved by RCTC in July 2014 and submitted to CDFW to address construction activities that are required to be completed during night time hours.   | 1/6/2017                              | AT | Overall 95% Complete and will remain so until project completion; however, 100% complete for Initial Phase | X   |  |
| TE-8   | Braunton's Milk-vetch Conservation Measures. A pre-construction survey will be conducted prior to ground disturbing activities in the vicinity of the historical occurrence in Coal Canyon in Orange County. This survey will be conducted by a biologist familiar with the species and during the appropriate time of year to optimize detection. Should Braunton's milk-vetch be found during surveys, the Designated Biologist will consult with the USFWS to determine effective measures to avoid and minimize adverse impacts to this species.   | Final EIR/EIS  | Design Builder   | Prior to construction | Report submitted to USFWS in July 2014.   | 8/28/2015                             | SB | 100% complete for Initial Phase  | X   |  |
| TE-9   | Coastal California Gnatcatcher Conservation and Compensatory Measures. The Designated Biologist (or their designee) will monitor construction within the vicinity of CAGN-designated critical habitat areas prior to and during site preparation, grading, and construction activities, to flush any wildlife species present prior to construction and to ensure that vegetation removal, best management practices (BMPs), Environmentally Sensitive Areas (ESAs), and all avoidance and minimization measures are properly implemented and followed.  | Final EIR/EIS  | Design Builder   | During construction   | Carol Thompson (designated biologist) currently monitors CSS area within the project footprint on a weekly basis. She also monitored any construction work near any CSS areas. John Parent became the designated biologist in early 2016. | 11/30/2016                            | AT | Overall 95% Complete and will remain so until project completion; however, 100% complete for Initial Phase | X   |  |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures  | Environmental Analysis Source<br>(Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase          | Action(s) Taken to Implement Measure   | Measure Completed<br>(Date and Initials) | Remarks  | Environmental Compliance for Initial Phase<br>YES / NO |
|--------|--|---|--|-----------------------|--|--|--|--|
| TE-10  | RCTC will offset the permanent loss of 8.42 acres (ac) of occupied CAGN habitat in Orange County, including 6.32 ac of designated critical habitat, by restoring 16.03 ac of habitat suitable for CAGN breeding, dispersal, and foraging in Chino Hills State Park (CHSP) to be conducted during the Initial Phase of the project. If restoration is unable to be conducted in CHSP, another location will be selected on approval of the Wildlife Agencies.   | Final EIR/EIS   | RCTC   | After construction    | Compensatory Mitigation Plans for CAGN and LBV was approved in September of 2014. Restoration work began in 2015   | 5/18/2017 AT                             | 100% complete for Initial Phase                                | X  |
| TE-11  | RCTC will offset the temporary loss of 3.01 ac of occupied CAGN habitat in Orange County, including 2.09 ac of CAGN-designated critical habitat, with in-kind, or better, on-site restoration after the completion of project construction.  | Final EIR/EIS   | RCTC   | After construction    | Compensatory Mitigation Plans for CAGN and LBV was approved in September of 2014. Restoration work began in 2015   | 5/18/2017 AT                             | 100% complete for Initial Phase                                | X  |
| TE-12  | Prior to site preparation, grading or construction activities, a restoration plan will be developed by a qualified biologist for the permanent and temporary impacts to occupied CAGN habitat in Orange County, including designated critical habitat. The plan will be submitted to the USFWS for review and approval. This plan will include, at a minimum, a detailed description of restoration methods, slope stabilization/erosion control, criteria for restoration to be considered successful, and monitoring and reporting protocol(s).<br>The restoration plan will be implemented for a minimum of 5 years, unless success criteria are met earlier and all artificial watering has been off for at least 2 years. | Final EIR/EIS   | Design Builder   | Prior to construction | Compensatory Mitigation Plans for CAGN and LBV was approved in September of 2014. Restoration work will begin in 2015<br><br>After both resource agency and Caltrans review, Caltrans accepted DESN0392.6 California Gnatcatcher Habitat and Temporary Impacts Restoration Plan on Fwd: DESN0392.6 California Gnatcatcher Habitat and Temporary Impacts Restoration Plan on 2/12/2018, constituting closure of this measure. Closure of this measure was reconfirmed during the 2/12/2018 ECR Meeting. During this meeting, it was determined that additional comment from CDFW's Jeff Brandt (unrelated to this measure) will be addressed in the Bat Management Plan. USFWS previously concurred on 2/5 that information regarding bats is not required as part of the restoration plan. | 2/5/18;<br>2/12/18 JLS<br>JLS            | Overall 80% Complete; however, 100% complete for Initial Phase | X  |
| TE-13  | During all site preparation, grading, and construction activities in Orange County, the RCTC Resident Engineer, will require the design/build contractor to use  | Final EIR/EIS   | Design Builder   | During construction   | Shielded lighting measures are being implemented during nighttime construction in areas adjacent to  | 11/30/2016 AT                            | Overall 95% Complete and will remain so                        | X  |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures  | Environmental Analysis Source<br>(Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase        | Action(s) Taken to Implement Measure  | Measure Completed<br>(Date and Initials) | Remarks  | Environmental Compliance for Initial Phase<br>YES / NO |
|--------|--|---|--|---------------------|---|--|--|--|
|        | shielded lighting for any nighttime construction adjacent to coastal sage scrub in CAGN-designated critical habitat.   |   |  |                     | coastal sage scrub and CAGN designated critical habitat.  |  | until project completion; however, 100% complete for Initial Phase |  |
| TE-14  | Riparian Birds Conservation Measures. During the bird breeding season (i.e., February 15–September 15), the Designated Biologist (or their designee) will monitor riparian and riverine areas within 500 ft of active construction areas for the duration of the construction in those areas to survey for active nests and/or nesting activity to ensure breeding activities are not disrupted and to ensure vegetation removal, BMPs, ESAs, and all avoidance and minimization measures are properly implemented.  | Final EIR/EIS   | Design Builder   | During construction | Bird monitoring completed for 2014 season. Monitoring continuing for 2015 season. Nest Monitoring is occurring during 2015 nesting season within 500' buffer area at 91/71 interchange; include 2016 buffer variance info.  | 11/30/2016 AT                            | 100% complete for Initial Phase                                    | X  |
| TE-15  | Measure for Light Intrusion and Wildfires. To minimize adverse effects from light intrusion from vehicle headlights and the potential threat of increased fires from the operation of State Route 91 (SR-91), during final design, the Department and RCTC will work with the USFWS to investigate the possibility of adding features along SR-91 in the vicinity of the Coal Canyon wildlife crossing in Orange County. For example, consideration can be given to the placement of K-rail, concrete walls, and/or hardscaping barriers along the shoulder of SR-91. In investigating these features, consideration must be given to motorist safety, freeway operations, vehicle headlight mitigation and the potential fire threat. | Final EIR/EIS   | RCTC   | Ultimate Phase      | WB 3-foot barrier included in final design between SR 71 and Orange County line.<br><br>Coordination also occurred with resource agencies to explore possible improvements at the Coal Canyon Wildlife Crossing.<br><br>To be completed during Ultimate Phase.  | 7/10/17;<br>7/31/17;<br>12/4/17 ATx3     | 100% complete for Initial Phase                                    | X  |
| TE-16  | Santa Ana Sucker Conservation Measures. The United States Army Corps of Engineers (Corps) is in the process of constructing the Santa Ana River (SAR) Reach 9 Phase 2 Green River Golf Club Embankment Protection Project within the action area. Following completion of the embankment construction, perennial stream habitat for the Santa Ana sucker will be reestablished within the construction footprint. The Department and RCTC will coordinate with the Corps during construction of the SR-91 CIP to ensure these restoration areas will not be temporarily or permanently impacted during construction of the SR-91 CIP.  | Final EIR/EIS   | Design Builder   | During construction | Initial Phase construction does not require widening westbound stretch between SR-71 and SR-241, the area likely to affect releases from Prado Dam. The Ultimate Phase requires the addition of a general purpose lane; which would require coordination with ACOE for potential impacts to the Santa Ana River Canyon Habitat Management Area. | 8/25/2017 AT                             | 100% complete for Initial Phase                                    | X  |



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|--------|--|---|--|-------------------------------------|--|--|-----|---------------------------------|--|--|
| TE-17  | The Department and RCTC will <u>coordinate with the Corps</u> during construction to <u>ensure that the SR-91 CIP will not affect releases from Prado Dam or result in a permanent reduction of acreage</u> within the Santa Ana River Canyon Habitat Management Area.   | Final EIR/EIS   | Design Builder   | During construction                 | Initial Phase construction does not require widening westbound stretch between SR-71 and SR-241, the area likely to affect releases from Prado Dam. The Ultimate Phase requires the addition of a general purpose lane; which would require coordination with ACOE for potential impacts to the Santa Ana River Canyon Habitat Management Area.  | 8/25/2017                                | AT  | 100% complete for Initial Phase | X  |  |
| IS-1   | During final design, Riverside County Transportation Commission (RCTC) Project Engineer will direct a qualified landscape architect develop a weed abatement program for inclusion in the project specifications. That program will be developed in compliance with Executive Order (EO) 13112 to minimize the potential for intrusion or export of invasive plant species to and from the biological study area (BSA) during project construction. At a minimum, the following will be included in the weed abatement program and implemented prior to and during construction to address potential effects associated with invasive species: | Final EIR/EIS   | Design Builder   | Final design; prior to construction | Weed Abatement Plan approved in April of 2014 and is being implemented during construction; weed species of concern is <i>Brassica</i> and is currently being monitored.   | 8/25/2015                                | SB  | 100% complete for Initial Phase | X  |  |
| IS-1a  | RCTC's Resident Engineer will require the design/build contractor to inspect and clean construction equipment at the beginning and end of each day and prior to transporting equipment from one project location to another.<br>RCTC's Resident Engineer will require the design/build contractor to limit soil and vegetation disturbance to those areas specifically required for the project construction.  | Final EIR/EIS   | Design Builder   | During construction                 | As part of the NPDES GCP, construction equipment is being inspected. prior to leaving the project site.<br><br>This measure was closed during the 1/29/2018 ECR Meeting. During the meeting a review of the AW Memorandum transmitted 1/22/2018 determined completion of compliance with this measure. This Memorandum included confirmation of Equipment Inspection and Cleaning as well as a copy of the memorandum submitted for compliance with Measure IS-1b. | 1/29/2018                                | JLS | 100% complete for Initial Phase | X  |  |
| IS-1b  | RCTC's Resident Engineer will require the design/build contractor to obtain soil, gravel, and rock from weed-free sources.<br>RCTC's Resident Engineer will require the design/build   | Final EIR/EIS   | Design Builder   | During construction                 | The project did not require the import of soil. Gravel and rock were obtained from weed-free sources.  | 12/4/2017                                | AT  | 95% Complete; however, 100%     | X  |  |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures  | Environmental Analysis Source<br>(Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase        | Action(s) Taken to Implement Measure  | Measure Completed<br>(Date and Initials) | Remarks                    | Environmental Compliance for Initial Phase<br>YES / NO |   |
|--------|--|---|--|---------------------|---|--|----------------------------|--|---|
|        | contractor to use only certified weed-free straw, mulch, and/or fiber rolls for erosion control during construction.   |   |  |                     |   |  | complete for Initial Phase |  |   |
| IS-1c  | Prior to the completion of construction, RCTC's Resident Engineer will require the design/build contractor to revegetate affected areas adjacent to native vegetation with plant species that are native to the vicinity and approved by the California Department of Transportation (Department) District 8 and District 12 Biologists. | Final EIR/EIS   | Design Builder   | During construction | Restoration work for impacts to CSS in Orange County began in Oct. 2017 per contract with IERCD.<br><br>After both resource agency and Caltrans review, Caltrans accepted DESN0392.6 California Gnatcatcher Habitat and Temporary Impacts Restoration Plan on Fwd: DESN0392.6 California Gnatcatcher Habitat and Temporary Impacts Restoration Plan on 2/12/2018, constituting closure of this measure. Closure of this measure was reconfirmed during the 2/12/2018 ECR Meeting. During this meeting, it was determined that additional comment from CDFW's Jeff Brandt (unrelated to this measure) will be addressed in the Bat Management Plan. USFWS previously concurred on 2/5 that information regarding bats is not required as part of the restoration plan. | 11/15/17;<br>2/5/18;<br>2/12/18          | AT<br>JLS<br>JLS           | 100% complete for Initial Phase                        | X |
| IS-1   | RCTC's Resident Engineer will <u>require the design/build contractor to not use any species listed in the California Invasive Plant Council (Cal-IPC) California Invasive Plant Inventory with a high or moderate rating in revegetation.</u>  | Final EIR/EIS   | Design Builder   | During construction | Although included in the approved Landscaping Plans, Washingtonia Robusta (Mexican Fan), was removed from the Historic District in July 2017.<br><br>Design packages final approvals:<br>Package A - 1/18/16<br>Package B - 5/16/17<br>Package C - 5/17/17<br>Package D - 5/17/17<br>Package E - 5/17/17<br>Package F - 5/18/17<br>Package G - 5/18/17  | 6/1/2017                                 | AT                         | 100% complete for Initial Phase                        | X |
| IS-1d  | After construction, RCTC's Resident Engineer will ensure that erosion control and revegetation sites are monitored until achievement of the performance  | Final EIR/EIS   | Design Builder   | After construction  |   | 7/31/2017                                | AT                         | Overall 95% Complete; however,                         | X |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures  | Environmental Analysis Source<br>(Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase        | Action(s) Taken to Implement Measure   | Measure Completed<br>(Date and Initials) | Remarks  | Environmental Compliance for Initial Phase<br>YES / NO |
|--------|--|---|--|---------------------|--|--|--|--|
|        | standards included in the weed abatement program or for a period of 2 to 3 years after installation to detect nonnative species prior to the establishment of the native vegetation.   |   |  |                     |  |  | 100% complete for Initial Phase  |  |
| IS-1e  | RCTC's Resident Engineer will require the design/build contractor and the post-construction monitors to implement eradication procedures (e.g., spraying and/or hand weeding) should an infestation occur. The use of herbicides will be prohibited within and adjacent to native vegetation, except as specifically authorized and monitored by the Department District 8 and District 12 Biologists during and after project construction.                   | Final EIR/EIS   | Design Builder   | During Construction | Perform weed abatement, during construction, as required per the Weed Abatement Plan                                   | 12/4/2017 AT                             | Overall 95% Complete; however, 100% complete for Initial Phase   | X  |
|        |  | Final EIR/EIS   |  | After construction  | Restoration Plan includes weed abatement measures.   | 12/4/2017 AT                             | Overall 95% Complete; however, 100% complete for Initial Phase   | X  |
| IS-1f  | During construction, RCTC's Resident Engineer will require the design/build contractor to reduce indirect impacts of exotic plant infestations and litter by regular roadside maintenance to remove litter and weeds from the right-of-way. Because the Department already conducts regular ongoing maintenance of landscaping in the State right-of-way, no additional project-specific measures for invasive species are required during project operations. | Final EIR/EIS   | Design Builder   | During construction |  | 11/6/2017 AT                             | Overall 95% Complete and will remain so until project completion; however, 100% complete for Initial Phase | X  |
| HW-15  | For buildings that would be demolished as part of ROW acquisition and/or construction, Asbestos Containing Material (ACM) and Lead Based Paint (LBP) testing shall be performed after ROW acquisition and prior to building demolition.  | Revalidation #2 for Initial Phase   | Design Builder   | During construction | ACM and LBP testing completed as part of the ROW acquisition process.  | 1/1/2017 AT                              | 100% complete for Initial Phase  | X  |
| HW-16  | Herbicide, pesticide, and fungicide testing shall be performed on the soils within acquired ROW at the Green River Golf Club (5215 Green River Road, Corona, CA).  | Revalidation #2 for Initial Phase   | Design Builder   | During construction | Since recent grading work has already been completed at the Green River Golf Club, no additional testing is necessary. | 5/31/2016 AT                             | 100% complete for Initial Phase  | X  |
| HW-17  | Prior to demolition, RCTC's Project engineer will require the design/build contractor to conduct pre-demolition asbestos and lead based paint (LBP) surveys at the I-15/6th Street overcrossing and the I-15 southbound connector. Any recommendations resulting from the asbestos and LBP surveys shall be implemented.   | "Revalidation Measures"   | Design Builder   | During construction | Leighton Report completed and submitted as of August 2014.   | 9/13/2017 AT                             | 100% complete for Initial Phase  | X  |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures   | Environmental Analysis Source<br>(Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase        | Action(s) Taken to Implement Measure   | Measure Completed<br>(Date and Initials) | Remarks    | Environmental Compliance for Initial Phase<br>YES / NO |   |
|--------|---|---|--|---------------------|--|--|------------|--|---|
| V-6    | Prior to the implementation of the 2:1 slopes in the area between Bridge Nos. 56-0637 Prado OH and 56-0634 West Prado OH, RCTC will ensure that the design/build contractor will minimize the impacts for the loss of visual quality by incorporating V-2 measures as approved by Caltrans and the permitting agencies.   | Revalidation #6 for Initial Phase   | Design Builder   | During construction | Design packages final approval: Package B - 5/16/17  | 2/23/17;<br>7/10/17                      | AT;<br>AT  | 100% complete for Initial Phase                        | X |
| N-6    | ReVal 14a - Since a portion of the proposed sound barrier is outside the State right of way, a permanent easement will be secured for the affected properties to construct and maintain the noise abatement measure – the wall return of barrier P-1A, approximately 150' long. The property owners will enter into a contract with RCTC, on behalf of Caltrans, that specifies their agreement:<br><ul style="list-style-type: none"> <li>• To allow RCTC personnel, representatives, and contractors to enter their property for purposes of constructing the noise abatement measure and all other related work.</li> <li>• To allow RCTC personnel and representatives to enter their property with appropriate prior notification for the purpose of periodic inspection or structural repair of the noise abatement measure.</li> <li>• To accept aesthetic maintenance responsibility of their respective portion of the noise abatement measure upon its completion and to perpetuate the noise abatement measure's initial aesthetic qualities.</li> <li>• Not to remove the noise abatement measure without full consent of all other affected property owners and Caltrans.</li> </ul> | Revalidation #14 for Initial Phase  | RCTC   | During construction | RCTC will work with Caltrans to ensure that maintenance of item is completed after substantial completion of project and access is available for purposes of constructing noise abatement measure and all other related work.<br>RCTC (Mark Lancaster) submitted draft Soundwall Maintenance Agreement to Caltrans Project Manager for legal review and approval on 7/18/16.<br><br>Soundwall Construction and Maintenance Easement recorded 09/29/2016. | 11/4/2016                                | AT         | 100% complete for Initial Phase                        | X |
| N-7    | Reval 12-A: A noise barrier survey, of all property owners affected by the construction of M-1B Option 2, will be conducted to constitute a 51 percent minimum vote in support of this noise barrier.<br>Reval 12-B: A permanent easement will be secured from the affected properties to construct and maintain the noise abatement measure. The contract shall be between the property owner and Caltrans (RCTC will secure all maintenance agreements and record easements on behalf of Caltrans) and the property owner(s) must agree:<br><ul style="list-style-type: none"> <li>- To allow Caltrans personnel, representatives, and contractors to enter their property for purposes of constructing the noise abatement measure and all other</li> </ul>  | Revalidation #14 for Initial Phase  | RCTC   | During construction | RCTC will work with Caltrans to ensure that maintenance of item is completed after substantial completion of project and access is available for purposes of constructing noise abatement measure and all other related work.<br><br>A 2/26/2018 memorandum transmitted from RCTC to Caltrans indicated RCTC will accept responsibility for maintenance of walls until the time an agreement is reached with each property owner.                        | 9/13/17;<br>2/26/18                      | AT;<br>JLS | 100% complete for Initial Phase                        | X |

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|--------|--|---|--|--------------|--|--|--|---------|--|--|
|        | <p>related work.</p> <ul style="list-style-type: none"> <li>- To allow Caltrans personnel and representatives to enter their property with appropriate prior to notification for the purpose of periodic inspection or structural repair of the noise abatement measure.</li> <li>- To accept aesthetic maintenance responsibility of their respective portion of the noise abatement measure upon its completion and to perpetuate the noise abatement measure's initial aesthetic qualities.</li> <li>- Not to remove the noise abatement measure without full consent of all other affected property owners and Caltrans.</li> <li>- That the contract provisions will be a permanent burden on the property involved. Caltrans District right of way will determine specific wording that, at a minimum, must include the following provision: "The term of this contract shall be a burden that runs with the land, and shall inure and be binding upon the successors, assignees, or transferees of the property owner."</li> </ul> <p>Reval 12-C: RCTC will obtain a variance from the County of Riverside's Planning Department for portions of NB M-1B that exceed allowable wall height.</p> |   |  |              | <p>The RCTC memorandum was accepted as completion of compliance for this measure during the 2/26/2018 ECR meeting.</p> |  |  |         |  |  |

**ATTACHMENT 10**  
**Environmental Commitments Record**  
**for the Ultimate Project**

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures  | Environmental Analysis Source (Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase              | Action(s) Taken to Implement Measure | Measure Completed (Date and Initials) | Remarks | Environmental Compliance for Ultimate Project YES / NO |
|--------|--|--|--|---------------------------|--------------------------------------|---------------------------------------|---------|--|
| LU-1   | If a Build Alternative is selected for implementation, the Riverside County Transportation Commission (RCTC) will request the County of Riverside, the County of Orange, and the cities along the alignments of State Route 91 (SR 91) and Interstate 15 (I-15) to amend their respective General Plans to reflect the selected SR-91 Corridor Improvement Project (CIP) alternative and the modification of land use designations for properties that would be acquired for the project which are not currently designated for transportation uses.   | Final EIR/EIS  | RCTC   |                           |                                      |                                       |         |  |
| PR-1   | During final design/construction of the Initial Phase, RCTC will contribute \$100,000 to the planning and implementation of improvements in that area that would support and expand regional trail connectivity.   | Final EIR/EIS  | RCTC   | Final design/construction |                                      |                                       |         |  |
| PR-2   | During final design/construction of the Initial Phase, RCTC will coordinate with State Parks on the aesthetic features that will be included in the project specifications for the proposed retaining wall facing CHSP between SR-71 and the westbound Green River Road off-ramp, consistent with the aesthetic and features required in Measure V 2. The aesthetic treatment will include a texture to simulate a natural type appearance such as a soil or rock surface, or equivalent.  | Final EIR/EIS  | RCTC/Design Builder  | Final design/construction |                                      |                                       |         |  |
| PR-3   | To minimize nighttime noise impacts to Chino Hills State Park (CHSP):<br>1. RCTC's Resident Engineer will require the design/build contractor to limit the hours of construction in CHSP to daylight hours (7:00 a.m. to 7:00 p.m.), with the exception of limited periods when evening or night construction is necessary for operational reasons. Operational reasons may include the desire to conduct certain construction activities; such as closing multiple ramps or travel lanes, during night hours to minimize delays to the traveling public. Any night construction must be approved in writing by the RCTC Resident Engineer and coordinated with the District 8 and 12 biologists, the USFWS, and CDFG. | Final EIR/EIS  | Design Builder   | During Construction       |                                      |                                       |         |  |
|        | 2. Other Commitments by RCTC Relevant to Chino Hills State Park. RCTC has committed to an additional action in the Coal Canyon area, as follows. A stand-alone project will be developed to construct barriers on the south and north sides of SR-91 to shield headlight glare and freeway noise. The required barriers are estimated to be approximately 1,500 feet and 1,300 feet long on the south and north  | Final EIR/EIS  | RCTC   | Future Project            |                                      |                                       |         |  |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures  | Environmental Analysis Source<br>(Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase                                  | Action(s) Taken to Implement Measure | Measure Completed<br>(Date and Initials) |  | Remarks | Environmental Compliance for Ultimate Project<br>YES / NO |  |
|--------|--|---|--|---|--------------------------------------|--|--|---------|---|--|
|        | sides of SR-91 respectively. The project will follow environmental process requirements and engage subject area experts to establish the specific requirements and effectiveness of the proposed barriers to meet the project purpose as well as ensure safety and structural standards are met. In consideration of and reliance on the needs of State Parks and other open space plans that depend on Chino Hills State Park, and subject to environmental review, RCTC commits to build this barrier in tandem with the completion of the SR-91 widening in this area currently planned for completion in 2035. RCTC intends to work with the Department and other agencies to fund and implement this project.   |   |  |   |                                      |  |  |         |   |  |
| CI-2   | Where property acquisition and relocation are unavoidable, RCTC's Right-of-Way Agents will follow the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and the 1987 Amendments as implemented by the Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted Programs. Appendix D in the Environmental Impact Report/Environmental Impact Statement (EIR/EIS) provides a summary of the RCTC Relocation Assistance Program for implementing the Uniform Act.<br>For properties where a partial acquisition results in the removal of some or all of the parking for the property, RCTC's Right-of-Way Agents will conduct parking studies to investigate the use of adjacent acquisitions for replacement parking, reconfiguring the remaining parking spaces and lots on the property, restriping parking spaces, enlarging parking lots, and reconfiguring driveways and/or delivery locations to reduce the project effects on the property. | Final EIR/EIS   | RCTC   | Prior to construction;<br>during construction |                                      |  |  |         |   |  |
| CI-3   | Where possible during final design, RCTC's Right-of-Way Agents and the Project Engineer will work with owners of commercial, agricultural, and industrial uses subject to partial property acquisitions to reconfigure those uses on site consistent with applicable local codes and ordinances in such a manner as to enable them to remain in operation. If a commercial or industrial partial acquisition cannot be reconfigured to allow for continued operation, RCTC's Right-of-Way Agents will work with the property owners to either relocate that use to land designated for that given land use, preferably within  | Final EIR/EIS   | RCTC   | Prior to construction                         |                                      |  |  |         |   |  |



| ECR ID | Avoidance, Minimization, and/or Mitigation Measures   | Environmental Analysis Source (Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase  | Action(s) Taken to Implement Measure | Measure Completed (Date and Initials) | Remarks | Environmental Compliance for Ultimate Project YES / NO |
|--------|---|--|--|---|--------------------------------------|---------------------------------------|---------|--|
|        | the boundaries of the study area or to provide compensation for the land pursuant to the provisions of the Uniform Act. If an agricultural use cannot be reconfigured to allow for its continued operation, the property owner will be compensated pursuant to the provisions of the Uniform Act as required in Measure CI-2 and the agricultural use will be discontinued.   |  |  |   |                                      |                                       |         |  |
| CI-4   | During final design and property acquisition, the RCTC Project Engineer and Right-of-Way Agents will work with billboard/property owners, the City of Corona, and the California Department of Transportation's (Department) Outdoor Advertising Unit to find locations for relocating the affected billboards, within the existing sites where the billboards are currently located or other sites in the City where billboards are allowed. The Right-of-Way Agents will work with the City and the Department's Outdoor Advertising Unit to ensure that the sites for the relocated billboards comply with the requirements in the City of Corona Municipal Code and the Outdoor Advertising Act and Regulations. The Right-of-Way Agents will also work with the billboard/property owners to develop Billboard Relocation Agreements with the City of Corona.  | Final EIR/EIS  | RCTC   | Final design/<br>construction                       |                                      |                                       |         |  |
| UES-1  | During final design, the Riverside County Transportation Commission's (RCTC) Project Engineer will prepare utility relocation plans in consultation with the affected utility providers/owners for those utility facilities anticipated to be relocated, removed, and protected in-place. Final design will focus on avoiding utility relocations. If relocation is necessary, final design will focus on relocating utilities within the State right-of-way or within other existing public rights-of-way and/or easements. If relocation outside of existing or the additional public rights-of-way and/or easements required for the project is necessary, final design will focus on relocating those facilities in such a manner as to minimize environmental impacts as a result of project construction and ongoing maintenance and repair activities. The utility relocation plans will be included in the project specifications. Prior to and during construction, the RCTC Resident Engineer will ensure that the components of the utility relocation plans provided in the project specifications are properly implemented by the design/build contractor. | Final EIR/EIS  | Design<br>Builder/RCTC                                       | Prior to<br>construction;<br>during<br>construction |                                      |                                       |         |  |
| UES-2  | Prior to and during construction, RCTC's Resident Engineer will require the design/build contractor to  | Final EIR/EIS  | Design Builder   | Prior to<br>construction;                           |                                      |                                       |         |  |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures   | Environmental Analysis Source (Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase                               | Action(s) Taken to Implement Measure | Measure Completed (Date and Initials) | Remarks | Environmental Compliance for Ultimate Project YES / NO |
|--------|---|--|--|--|--------------------------------------|---------------------------------------|---------|--|
|        | coordinate all temporary ramp and lane closures and detour plans with law enforcement, fire protection, and emergency medical service providers to minimize temporary delays in emergency response times as part of the Final Transportation Management Plan (TMP) and Final Ramp Closure Study required in Measures T-1 and T-2, including the identification of alternative routes and routes across the construction areas for emergency vehicles developed in coordination with the affected agencies.  |  |  | during construction                        |                                      |                                       |         |  |
| UES-3  | Prior to and during any construction activities, the RCTC Project Engineer will require the design/build contractor to implement the following to minimize the risk of fires during construction: Coordinate with the applicable local fire department to identify and maintain defensible spaces around active construction areas.; Coordinate with the applicable local fire department to identify and maintain firefighting equipment (extinguishers, shovels, water tankers) in active construction areas.; Prohibit the use of mechanized equipment or equipment that could throw off sparks in areas adjacent to open space or undeveloped land, including areas adjacent to CHSP.; Post emergency services phone numbers (fire, emergency medical, police) in visible locations in all active construction areas. | Final EIR/EIS  | Design Builder   | Prior to construction; during construction |                                      |                                       |         |  |
| UES-4  | The final design of the SR-91 CIP Build Alternatives will include closing gaps so there is the equivalent of a continuous barrier 30 to 36 inches high on the edge of the shoulder on both westbound and eastbound SR-91 from SR-71 to SR-241, as follows: 2. Ultimate Project: Close gaps to provide an equivalent continuous barrier 30 to 36 inches high on the edge of shoulder on SR-91 in both directions between Green River Road and SR-241 meeting Department standards applicable at the time.  | Final EIR/EIS  | RCTC   | Prior to construction                      |                                      |                                       |         |  |
| T-1    | Transportation Management Plan. During final design, the Riverside County Transportation Commission's (RCTC) Project Engineer direct a qualified traffic engineer to prepare the Final Traffic Management Plan (TMP), which will be based on the Preliminary TMP developed for the Project Report, to address specific short-term traffic impacts during construction of the project. The objectives of the Final TMP are to: Maintain traffic safety during construction Effectively maintain an acceptable level of traffic flow throughout the transportation system during construction Minimize traffic delays and facilitate  | Final EIR/EIS  | RCTC/Design Builder  | Prior to construction                      |                                      |                                       |         |  |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures   | Environmental Analysis Source (Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase | Action(s) Taken to Implement Measure | Measure Completed (Date and Initials) |  | Remarks | Environmental Compliance for Ultimate Project YES / NO |  |
|--------|---|--|--|--------------|--------------------------------------|---------------------------------------|--|---------|--|--|
|        | <p>reduction of overall duration of construction activities<br/>Minimize detours and impacts to pedestrians and bicyclists Foster public awareness of the project and related impacts Achieve public acceptance of construction of the project and the Final TMP measures.</p> <p>RCTC will submit the Final TMP to the California Department of Transportation (Department) for review and approval during final design and prior to any construction activities.</p> <p>The existing Preliminary TMP and Ramp Closure Study contains the following elements intended to reduce traveler delay and enhance traveler safety. These elements will be refined during final design and incorporated in the Final TMP for implementation during project construction.</p> <p>Public Information/Public Awareness Campaign (PAC). The primary goal of the PAC is to educate motorists, business owners/operators, residents, elected officials, and government agencies about construction activities and associated impacts. The PAC is an important tool for reaching target audiences with important construction project information and will include, but not be limited to:<br/>Rideshare information Brochures and mailers Media releases Paid advertising Public meetings Broadcast fax and email services Telephone hotline Notification to targeted groups Commercial traffic reporters/feeds Project website Visual information Local cable television and news Internet postings<br/>Traveler Information Strategies. The effective implementation of a traveler information system during construction is crucial for enabling motorists to make informed decisions about their travel plans and options with real-time traffic information. That real-time traffic information will include information on lane closures, detours, delays, access to adjacent land uses, "businesses are open" signing, and other signing and information to assist travelers in navigating through and in construction areas. Key components of this system will include, but not be limited to: Fixed changeable message signs Portable changeable message signs Ground-mounted signs Automated work zone information systems Highway advisory radio Lane closure website Department highway information network Bicycle and pedestrian information Commute Smart website Incident Management. Effective incident management will ensure that incidents in</p> |  |  |              |                                      |                                       |  |         |  |  |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures   | Environmental Analysis Source (Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase | Action(s) Taken to Implement Measure | Measure Completed (Date and Initials) |  | Remarks | Environmental Compliance for Ultimate Project YES / NO |  |
|--------|---|--|--|--------------|--------------------------------------|---------------------------------------|--|---------|--|--|
|        | <p>construction areas are cleared quickly and do not lead to substantial delays for the traveling public through work zones. Incident management includes, but is not limited to: Construction Zone Enhanced Enforcement Program (COZEEP) Freeway service patrol for construction Traffic surveillance stations Transportation Management Center Unit 370 Traffic management team Towing services</p> <p>Construction Strategies. The Final TMP will include procedures to lessen the effect of typical construction activities and will include, but not be limited to, consideration of the following: Conflicts with other projects and special events Construction staging alternatives Mainline lane closures Local road closures Ramp/connector closures Pedestrian and bicycle detours and facility closures Traffic control improvements Coordination with other projects Project phasing Traffic screens Truck traffic restrictions</p> <p>Demand Management. Temporarily reducing the overall traffic volumes on the project segments of State Route 91 (SR-91) and Interstate 15 (I-15) could reduce the short-term adverse effects of construction on traffic operations. The Final TMP will include, but not be limited to, the following strategies that could reduce vehicular demand in the study area during project construction: Rideshare incentives Transit services Shuttle services Variable work hours/telecommuting High-occupancy vehicle (HOV) lanes/ramps Park-and-ride lots</p> <p>Alternate Route Strategies. The Final TMP will provide strategies for notifying motorists, pedestrians, and bicyclists, especially interregional commuters, of planned construction activities. This notification will allow travelers to make informed decisions about their travel plans, including the consideration of possible alternate routes. The Final TMP will consider the development of alternate routes for motorists to address the following: Mainline lane closures Ramp/connector closures Local road closures Temporary highway or shoulder use Local street improvements Temporary detours and closures of bicycle and pedestrian facilities Traffic signal coordination</p> <p>RCTC's Resident Engineer will ensure that the measures in the Final TMP are properly implemented by the design/build contractor prior to and during construction.</p> |  |  |              |                                      |                                       |  |         |  |  |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures   | Environmental Analysis Source (Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase               | Action(s) Taken to Implement Measure | Measure Completed (Date and Initials) | Remarks | Environmental Compliance for Ultimate Project YES / NO |
|--------|---|--|--|----------------------------|--------------------------------------|---------------------------------------|---------|--|
| T-2    | Management of Ramp Closures. During final design, RCTC's Project Engineer will direct a qualified environmental planner to develop the Final Ramp Closure Study to address specific short-term impacts associated with ramp closures longer than 10 days during construction. The objectives of the Final Ramp Closure Study will be to: Minimize inconvenience to the traveling public.; Minimize closures.; Avoid or minimize concurrently multiple closures where possible.; Coordinate closures as needed with other projects and activities. Prior to and during construction, RCTC's Resident Engineer will ensure that the measures included in the Final Ramp Closure Study are properly implemented by the design/build contractor.  | Final EIR/EIS  | Design Builder   | Final design/ construction |                                      |                                       |         |  |
| T-3    | Fair Share Contributions. RCTC's Project Manager will ensure that RCTC pays the fair share contribution for the project-related impacts at area intersections. The recommended improvements include additional turn and through lanes. Summaries of the improved intersection delays and levels of service (LOS) are provided in Tables T-3.2, T-3.3, and T-3.4 for 2015 with the Initial Phase of Alternative 2, Design Year 2035 with Alternative 1, and Design Year 2035 with Alternative 2 conditions, respectively.  | Final EIR/EIS  | RCTC   | During Construction        |                                      |                                       |         |  |
| T-4    | During final design, the RCTC Project Engineer will ensure that the final design and project specifications for the widened areas in the undercrossings on SR-91 and I-15 include appropriate lighting for vehicles and pedestrians. The RCTC Project Engineer will also assess the need for additional lighting in the original parts of the undercrossings in the event the longer undercrossings result in the need for additional lighting in those areas. That additional lighting, if any, will also be shown in the project specifications. The RCTC Project Engineer will have any lighting considered at Coal Canyon reviewed and approved by the Project Biologist prior to incorporation in the project specifications to ensure the lighting does not affect the use of Coal Canyon as a wildlife crossing.<br>During construction, the RCTC Resident Engineer will require the design/build contractor to implement the lighting in undercrossings as shown in the project specifications. | Final EIR/EIS  | RCTC/Design Builder  | Final design/ construction |                                      |                                       |         |  |
| V-1    | Structure Elements. To address adverse impacts of the project structures, the Project Engineer will direct  | Final EIR/EIS  | RCTC/Design Builder  | During construction        |                                      |                                       |         |  |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures   | Environmental Analysis Source (Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase | Action(s) Taken to Implement Measure | Measure Completed (Date and Initials) |  | Remarks | Environmental Compliance for Ultimate Project | YES / NO |
|--------|---|--|--|--------------|--------------------------------------|---------------------------------------|--|---------|---|----------|
|        | <p>a qualified landscape architect to ensure that the final project design incorporates the mitigation and minimization elements A–D, below, and that these enhancements to structures are incorporated in the design and construction of sound walls, retaining walls, and bridge elements and will not be “follow-up” enhancements. During construction, RCTC’s Resident Engineer will ensure that the design/build contractor constructs the retaining and sound walls, medians, bridges, and other structures consistent with aesthetic and design features included in the project specifications. RCTC’s Resident Engineer will ensure that those aesthetic and design features are constructed during the construction phase when the impact occurs.</p> <p>A. Sound walls in low-density, developed areas or those fronting private property will be heavily textured (i.e. split-face or fractured rib) and integrally colored to minimize reflected glare and visual mass. Sound walls facing public-use areas (parks, streets, etc.) will incorporate textures and color as above plus site-specific aesthetic features (local or historical references) to minimize/mitigate impacts to community character and to restore a “sense of place.” Specific color selection for sound walls will be determined by the 215/91 Corridor Master Plan.</p> <p>B. Retaining walls (including walls associated with bridge structures) will be heavily textured (i.e., split-face or fractured rib) to minimize glare and visual mass. Retaining walls facing public use areas (parks, streets, etc.) over 9 feet (ft) high will be heavily textured (i.e., split-face or fractured rib) and include site-specific aesthetic features (local or historical references). Color (integral or applied) is not required for retaining walls.</p> <p>C. In addition to texture and color as described in A and B, above, sound walls and retaining walls with low-density development or recreational viewer groups will include planting of trees or trees and shrubs, and vines at the base of the walls (non-motorist side) to minimize loss of visual unity. Plantings will be local native species or ornamental species that require no irrigation after establishment. These plantings will not require permanent irrigation.</p> <p>D. Slope paving in all areas with bicyclist and pedestrian viewers will include texture (i.e. stamped slate). In urban areas, slope paving will direct a qualified landscape architect to incorporate site-specific aesthetic features in addition to texture.</p> |  |  |              |                                      |                                       |  |         |   |          |

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|        | Texture and pattern will be used to minimize the visual impacts of increased hard surface, and reinforce community identify, offsetting reduced community connectivity associated with increased bridge widths.  |  |  |                            |                                      |                                       |         |  |
| V-3    | Light and Glare. To reduce glare, RCTC's Project Engineer will ensure that the project plans specify lighting fixtures with non-glare hoods and that lighting is designed to illuminate only the right-of-way. The lighting plans will require the review and approval of the Department and applicable cities and counties before construction to assure compliance with their applicable policies regarding public street lighting. RCTC's Project Engineer will coordinate with the City of Corona and other applicable cities and counties to ensure that sufficient lighting is provided as part of the improvements to local streets within the project limits, consistent with applicable local policies and street lighting codes. Increased glare from walls, structures and pavement will be minimized by measures identified in V-2 and V-3. RCTC's Resident Engineer will ensure that the project lighting plan included in the project specifications is implemented by the design/build contractor during construction.  | Final EIR/EIS  | Design Builder   | During construction        |                                      |                                       |         |  |
| V-4    | Graffiti Reduction, Removal and Control. During final design, the RCTC Project Engineer will incorporate vine planting on all sound barriers in the project specifications to reduce the potential for graffiti and to soften the appearance of those walls, consistent with the Highway Design Manual, Index 902.3(5). After the construction of each sound barrier, the RCTC Resident Engineer will require the design/build contractor to install vine planting consistent with the project specifications and the planting requirements in Measure V-3. The Department and the City of Corona have existing ongoing maintenance programs for the control and removal of graffiti. Those programs would apply to all new and modified structures in Alternatives 1 and 2, on public and private property, as appropriate. Key components of those programs are: Department Program. Chapter D1, Litter, Debris, and Graffiti (July 2006), in the Caltrans Maintenance Manual (Volume I, January 2011) describes the Department's maintenance program for the control and removal of graffiti. Key program components applicable to the project features in Alternatives 1 and 2 are: Use of | Final EIR/EIS  | Design Builder/RCTC  | Final design /construction |                                      |                                       |         |  |

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|        | recycled paint for various structures and matching paint used to cover graffiti with the original paint color on the structure. Use of physical devices such as rat guards, sign hoods, razor wire, and glare screen patches to limit access to facilities targeted by taggers. Replacement of ground-mounted signs with signs that have protective coatings or application of protective coatings to signs. City of Corona Program. Chapter 9.30, Graffiti Abatement Procedure, in the Corona Municipal Code, describes the City's procedures related to the prohibition of graffiti in the City and the graffiti removal process. Methods for the removal of graffiti include power washing, gel removers, and painting.  |  |  |                            |                                      |                                       |  |         |  |  |
| V-5    | Construction Plan. To address adverse impacts associated with views of construction access and staging areas, the Riverside County Transportation Commission's (RCTC) Resident Engineer will require the design/build contractor to construct the project in accordance with California Department of Transportation (Caltrans) Standard Construction Specifications, including appropriate measures to address visual impacts during construction.   | Final EIR/EIS  | RCTC/Design Builder  | During construction        |                                      |                                       |  |         |  |  |
| CR-1   | Replacement of Trees in the Grand Boulevard Historic District. The requirements of Measure V-3 related to highway planting would apply to the replacement of the 18 trees in the Grand Boulevard Historic District. In addition, the following will be implemented during the design/build phase regarding the removal and replacement of the 18 trees in the Grand Boulevard Historic District: The RCTC Project Engineer will require the design/build contractor to replace all trees removed from the Historic District at a ratio of 1:1. The RCTC Project Engineer will require the design/build contractor to install replacement trees that are compatible with the existing plantings in the Grand Boulevard Historic District and with the overall character of the Historic District, and that the replacement trees be identified in consultation with the City of Corona, the California Department of Transportation (Department) District Landscape Architect, and a Professional Qualified Staff Architectural Historian from the District. The RCTC Project Engineer will require the construction contractor to install all replacement trees no later than the completion of construction activities in the Grand Boulevard Historic District. | Final EIR/EIS  | RCTC   | Final design/ construction |                                      |                                       |  |         |  |  |



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| CR-2   | Discovery of Cultural Materials. If cultural materials are discovered during construction, the RCTC Project Engineer will require the design/build contractor to divert all earthmoving activity within and around the immediate discovery area until a qualified archaeologist can assess the nature and significance of the find.   | Final EIR/EIS  | RCTC   | During construction           |                                      |                                       |         |  |
| CR-3   | Discovery of Human Remains. If human remains are discovered during construction, State Health and Safety Code Section 7050.5 states that further disturbances and activities shall cease in any area or nearby area suspected to overlie remains and the County Coroner shall be contacted. Pursuant to Public Resources Code (PRC) Section 5097.98, if the remains are thought to be Native American, the Coroner will notify the Native American Heritage Commission (NAHC), which will then notify the Most Likely Descendant (MLD). At that time, the Department's District 8 Environmental Branch Chief or the District 8 Native American Coordinator (Gary Jones, [909] 383-7505) will be contacted so they may work with the MLD on the respectful treatment and disposition of the remains. Further provisions of PRC 5097.98 are to be followed as applicable. | Final EIR/EIS  | RCTC/Design Builder  | During construction           |                                      |                                       |         |  |
| CR-4   | During final design, the RCTC Project Manager and Department Cultural 1) Resources Professionally Qualified Staff will coordinate with representatives from the Pechanga Band of Mission Indians to identify areas in the project disturbance limits considered sensitive to the Tribe. 2) During final design, the RCTC Project Engineer will identify on the project plans all areas that require monitoring by a Native American Monitor during site preparation, disturbance, and grading. 3) During all site preparation, disturbance, and grading, the RCTC Resident Engineer will require the design/build contractor to have a Native American monitor present and conducting monitoring activities in all areas identified by the Pechanga Band of Mission Indians as sensitive, as shown in the project specifications.                                       | Final EIR/EIS  | RCTC/Design Builder  | Final design                  |                                      |                                       |         |  |
| CR-5   | Condition for the Grand Boulevard Historic District: Acorn-Style Streetlights. The following condition will be implemented during the project design/build phase regarding the removal, temporary storage, and relocation of up to seven existing acorn-style streetlights within the project disturbance limits in the Grand Boulevard Historic District:<br>- The Riverside County Transportation Commission  | Final EIR/EIS  | Design Builder   | Final design/<br>construction |                                      |                                       |         |  |

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|--------|--|--|--|--------------|--------------------------------------|---------------------------------------|--|---------|--|--|
|        | <p>(RCTC) Project Engineer will require the design/build contractor to clearly indicate on the final plans the locations of up to seven acorn-style streetlights in the project disturbance limits that are to be removed at the beginning of construction in those areas and to identify the locations where the removed streetlights would be reinstalled.</p> <ul style="list-style-type: none"> <li>- The RCTC Resident Engineer will require the design/build contractor to remove and, as necessary, dismantle the affected acorn-style streetlights and to place them in containers appropriate for storing those fixtures during the project construction period.</li> <li>- The RCTC Resident Engineer will require the design/build contractor to store the containers holding the acorn-style streetlights in a secure location protected from public access and weather.</li> <li>- The RCTC Project Engineer will require the design/build contractor to verify that the locations identified for the reinstallation of the affected streetlights are acceptable to the City of Corona and consistent with the City's requirements for the siting of streetlights.</li> <li>- The RCTC Resident Engineer will require the design/build contractor to reinstall the acorn-style streetlights at the locations designated in the final plans when no further construction/disruption will occur at those locations, as follows: <ul style="list-style-type: none"> <li>- The streetlights will be reinstalled as close to their original locations as possible, based on the project design and available space, in a manner consistent with the other acorn-style streetlights in the Grand Boulevard Historic District and with the City of Corona requirements for the siting of streetlights.</li> <li>- If any of the acorn-style streetlights cannot be reinstalled at or near their original locations, they will be reinstalled elsewhere within the boundaries of the Grand Boulevard Historic District, focusing on locations where acorn-style lights have previously been removed as long as those locations are consistent with the historic spatial relationships of the Historic District and with the City of Corona requirements for the siting of streetlights; and</li> <li>- If the lights cannot be reinstalled as described above, the RCTC Project Engineer will consult with the City of Corona to identify alternative locations.</li> </ul> </li> <li>- The RCTC Resident Engineer will require the construction contractor to have an architectural historian on site during the removal, dismantling, and reinstallation of the acorn-style streetlights</li> </ul> |  |  |              |                                      |                                       |  |         |  |  |

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| WQ-1   | <p>Prior to and during construction, Riverside County Transportation Commission's (RCTC) Resident Engineer will require the design/build contractor to comply with the provisions of the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ, NPDES No. CAS000002), and any subsequent permit, as they relate to the project construction activities. This will include submission of the Permit Registration Documents, including a Notice of Intent (NOI), risk assessment, site map, Storm Water Pollution Prevention Plan (SWPPP), annual fee, and signed certification statement to the State Water Resources Control Board (SWRCB) at least 14 days prior to the start of construction activity. The SWPPP will meet the requirements of the Construction General Permit and will identify potential pollutant sources associated with construction activities; identify non-storm water discharges; develop a water quality monitoring and sampling plan; and identify, implement, and maintain best management practices (BMPs) to reduce or eliminate pollutants associated with the construction site. The BMPs identified in the SWPPP will be implemented during project construction. A Notice of Termination (NOT) will be submitted to the SWRCB on the completion of construction and the stabilization of the site. RCTC's Resident Engineer will also require the design/build contractor to implement SWRCB Resolution No. 2001-046 requiring sampling and analysis during project construction.</p> | Final EIR/EIS  | RCTC   | Prior to construction; during construction |                                      |                                       |  |         |  |  |
| WQ-2   | <p>Prior to and during construction, RCTC's Resident Engineer will require the design/build contractor to comply with the provisions of the General Waste Discharge Requirements for Discharges to Surface Waters that Pose an Insignificant (De Minimus) Threat to Water Quality, Order No. R8-2009-0003, NPDES No. CAG998001, as they relate to discharge of non-storm-water dewatering wastes for the project. This will include submitting to the Santa Ana Regional Water Quality Control Board (RWQCB) an NOI at least 60 days prior to the start of construction, notification of discharge at least 5 days prior to any planned discharges, and monitoring reports by the 30th day of each month following the monitoring period.</p>   | Final EIR/EIS  | RCTC/Design Builder  | Prior to construction; during construction |                                      |                                       |  |         |  |  |

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| WQ-3   | <u>Prior to dewatering</u> activities, RCTC's Resident Engineer will provide the design/build contractor with a copy of the <u>discharge authorization letter issued by the RWQCB Executive Director.</u>   | Final EIR/EIS  | RCTC   | Prior to construction                      |                                      |                                       |         |  |
| WQ-4   | <p>Prior to and during construction, RCTC's Resident Engineer will require the design/build contractor to follow the procedures outlined in the California Department of Transportation (Caltrans) Storm Water Quality Handbooks, Project Planning and Design Guide (July 2010 or subsequent issuance) for implementing Design Pollution Prevention and Treatment BMPs for the project. This will include coordination with the Santa Ana RWQCB with respect to the feasibility, maintenance, and monitoring of Treatment BMPs as set forth in the Department's Statewide Storm Water Management Plan (SWMP, May 2003 or subsequent issuance).</p> <p>RCTC's Resident Engineer will also require the design/build contractor to comply with other provisions identified in the NPDES Permit, Statewide Storm Water Permit, and Waste Discharge Requirements for the State of California, Department of Transportation (Order No. 99-06-DWQ, NPDES No. CAS000003).</p> <p>RCTC's Resident Engineer will also require the design/build contractor to comply with other provisions identified in the NPDES Permit and Waste Discharge Requirements for the Riverside County Flood Control and Water Conservation District, the County of Riverside, and the incorporated cities of Riverside County within the Santa Ana Region (Order No. R8-2010-0033, NPDES No. CAS618033); and for the County of Orange, Orange County Flood Control District, and the incorporated cities of Orange County within the Santa Ana Region (Order No. R8-2009-0030), as applicable.</p> | Final EIR/EIS  | Design Builder   | Prior to construction; during construction |                                      |                                       |         |  |
| GEO-1  | During final design, the Riverside County Transportation Commission's (RCTC) Project Engineer or a Project Geotechnical Engineer or Project Geologist under contract to RCTC will prepare a design-level geotechnical report. This report will document soil-related constraints and hazards such as slope instability, settlement, liquefaction, or related secondary seismic impacts that may be present along the project segments of State Route 91 (SR-91) and Interstate 15 (I-15). This  | Final EIR/EIS  | Design Builder   | Final design                               |                                      |                                       |         |  |

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|        | <p>report will require review and approval by the California Department of Transportation (Department). The performance standard for this report will be the geotechnical design standards of the State of California and the Department, as they apply to the project features and structures. RCTC will submit the design-level geotechnical report to the Department for review and approval during final design. The report will include but not be limited to: Evaluation of expansive soils and recommendations regarding construction procedures and/or design criteria to minimize the effect of these soils on the construction of the project and to minimize effects related to expansive soils on project facilities in the long term. Identification of potential liquefiable areas within the project limits and recommendations for mitigation. Evaluation of the corrosion potential of soils along those segments of the project alignment not previously tested (i.e., areas along I-15 and the westbound side of SR-91). Demonstration that no retaining walls or excavations will occur in the existing landslide areas, or that landslide stabilization measures independent of the retaining wall design are included in the final project design. Demonstration that the design of all retaining walls is geotechnically suitable for project area soils, and verification that project design has considered and addressed the possibility of scour associated with the Santa Ana River. Demonstration that side slopes can be designed and graded so that surface erosion of the engineered fill is not increased compared to existing, natural conditions. RCTC's Project Engineer will incorporate the measures recommended in the design-level geotechnical report in the final design and project specifications. RCTC's Resident Engineer will require the design/build contractor to implement the measures recommended in the design-level geotechnical report as included in the project specifications.</p> |   |  |                     |                                      |  |  |         |   |  |
| GEO-2  | <p>RCTC's Resident Engineer will maintain a quality assurance/quality control plan during construction. The plan will include observing, monitoring, and testing by the Project Geotechnical Engineer and/or the Project Geologist under contract to RCTC prior to and during construction to confirm that the geotechnical/geologic recommendations from the design-level geotechnical report and standard design and construction practices are fulfilled by the</p>  | Final EIR/EIS   | Design Builder   | During construction |                                      |  |  |         |   |  |

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|                | design/build contractor, or if different site conditions are encountered, appropriate changes are made to accommodate such issues. The geotechnical engineer will submit weekly reports to RCTC and the Department during all project-related grading, excavation, and construction activities.  |  |  |                           |                                      |                                       |         |  |
| GEO-3          | During final design, if blasting is required, RCTC's Project Engineer will require the design/build contractor to prepare a blasting plan to minimize potential hazards related to blasting activities. The blasting plan will address all applicable standards in accordance with the United States Department of the Interior, Office of Surface Mining. The issues to be addressed in the blasting plan will include, but are not limited to, the following: hours of blasting activity, notification to adjacent property owners, noise and vibration, and dust control. RCTC's Resident Engineer will require the design/build contractor to implement the blasting plan prior to and during any blasting during construction.  | Final EIR/EIS  | Design Builder   | Final design              |                                      |                                       |         |  |
| PAL-1          | Following preparation of suitable construction drawings and elevations and during final design, the Riverside County Transportation Commission's (RCTC) Project Engineer will require the Designated Principal Paleontologist under contract to RCTC to prepare a Paleontological Mitigation Plan (PMP). The PMP will provide guidance for developing and implementing paleontological mitigation efforts, including field work, laboratory methods, and curation. This PMP will be consistent with guidelines provided in the Department's Standard Environmental Reference (SER), Environmental Handbook, Volume I, Chapter 8, Paleontology, the Counties of Riverside and Orange, and the Society of Vertebrate Paleontology (SVP), and will be specifically tailored to the resources and sedimentary formations in the disturbance limits.<br>The part of the PMP that covers excavation will include but not be limited to:<br>Prior to any ground disturbance, RCTC's Designated Principal Paleontologist or his/her representative will attend a meeting with the design/build contractor to explain the likelihood for encountering paleontological resources during construction, what resources may be discovered, and the methods that will be employed if anything is discovered. | Final EIR/EIS  | RCTC/Design Builder  | Final design/construction |                                      |                                       |         |  |
| PAL-1 (cont'd) | RCTC's Principal Paleontologist will conduct a preconstruction field survey in areas identified as   | Final EIR/EIS  | Design Builder   | Prior to construction     |                                      |                                       |         |  |

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|-------------------|--|---|--|---------------------|--------------------------------------|--|--|---------|---|--|
|                   | <p>having high paleontological sensitivity after vegetation and any pavement are removed, followed by salvage of any observed surface paleontological resources prior to the beginning of additional ground-disturbing activities. The survey will be conducted by the Principal Paleontologist or their representative who is qualified to identify vertebrate, invertebrate, and plant fossils.</p> <p>During ground disturbance, grading, and excavation, RCTC's Project Engineer will require the design/build contractor to retain a Principal Paleontologist. The Principal Paleontologist will provide a Paleontological Monitor who is qualified to recognize and professionally collect vertebrate, invertebrate, and plant fossils. The qualified Paleontological Monitor will initially be present on site on a full-time basis whenever these types of construction activities occur in sediments that have a high paleontological sensitivity rating and also on a spot-check basis in sediments that have a low sensitivity rating. Monitoring may be reduced to a part-time basis if no resources are being discovered in sediments with a high sensitivity rating. Any reduction or modification in scheduling of monitoring will be determined by the Principal Paleontologist and RCTC's Resident Engineer. The qualified Paleontological Monitor will inspect fresh cuts and/or spoils piles to recover paleontological resources. That monitor will be empowered to temporarily divert construction equipment away from the immediate area of the discovery. The monitor will be equipped to rapidly stabilize and remove fossils to avoid prolonged delays to construction schedules.</p> |   |  |                     |                                      |  |  |         |   |  |
| PAL-1<br>(cont'd) | <p>If large mammal fossils or large concentrations of fossils are encountered, RCTC's Resident Engineer will require the design/build contractor to make heavy equipment available to assist in the removal and collection of large materials.</p> <p>Localized concentrations of small (or micro-) vertebrates may be found in all native sediments. Therefore, the qualified Paleontological Monitor will occasionally spot-screen native sediments through one-eighth- to one-twentieth-inch mesh screens to determine whether microfossils are present. If microfossils are encountered, a standard sediment sample (up to 3 cubic yards or 6,000 pounds) will be collected and processed through one-twentieth-inch</p>   | Final EIR/EIS   | Design Builder   | During construction |                                      |  |  |         |   |  |

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|                     | <p>mesh screens to recover additional fossils. Processing of large bulk samples is best accomplished at a designated location within the project limits that will be accessible throughout the duration of construction but will also be away from any cut or fill areas or active construction areas. Processing is usually completed concurrently with construction and with the intent to have all processing completed before, or just after, project completion. A small corner of a staging or equipment parking area is an ideal location for this activity. If water is not available, the location should be accessible for a water truck to occasionally fill containers with water.</p>   |  |  |                     |                                      |                                       |  |         |  |  |
| PAL-1 5th sub-point | <p>RCTC's Project Engineer will require the Principal Paleontologist or their representative to prepare any recovered specimens to the point of identification and permanent preservation. This includes sorting any washed mass samples to recover small invertebrate and vertebrate fossils, the removal of surplus sediment from around larger specimens to reduce the volume of storage for the repository and storage cost, and the addition of approved chemical hardeners/stabilizers to fragile specimens. This is best accomplished at a designated laboratory with access to fossil preparation tools, magnifying equipment, storage boxes and vials, and chemical hardeners. Processing of fossils through the lab is best accomplished concurrently with construction, especially if numerous fossils are being collected.</p>   | Final EIR/EIS  | RCTC   | During construction |                                      |                                       |  |         |  |  |
| PAL-1 6th sub-point | <p>Specimens will be identified to the lowest taxonomic level possible and curated into an institutional repository with retrievable storage. Repository institutions usually charge a one-time fee based on volume, so removing surplus sediment is important. The repository institution may be a local museum or university that has a curator who can retrieve the specimens on request. RCTC's Project Manager and the California Department of Transportation (Department) will require that a draft curation agreement be in place between the Principal Paleontologist and an approved curation facility prior to the initiation of paleontological monitoring and mitigation activities for the project. RCTC's Resident Engineer will require the design/build contractor to comply with the provisions of the PMP during all ground disturbance, grading, and excavation activities. This will include appropriate coordination</p> | Final EIR/EIS  | RCTC/Design Builder  | During construction |                                      |                                       |  |         |  |  |



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|                       | <p>with RCTC's Designated Principal Paleontologist and the provision of qualified paleontological monitors consistent with the provisions of the PMP. After the completion of all ground disturbance and grading, RCTC's Project Manager will require the design/build contractor to have the design/build contractor's Designated Principal Paleontologist to prepare a Final Paleontological Mitigation Report (PMR) that summarizes the project area investigated, the field and laboratory methods used, the stratigraphic units inspected, the types of fossils recovered, and the scientific significance of the curated collection. RCTC's Project Manager will retain a copy of the report for the RCTC project files and will provide a copy of the report to the Department.</p>   |  |  |                                    |                                      |                                       |  |         |  |  |
| HW-1 First Sub-point  | <p>A Phase I ESA was conducted for the Mobil No. 18-FLM site (616 Paseo Grande Street, Corona, California), and a Phase I ESA and Phase II Site Investigation were conducted for the Honda Cars of Corona site (231 South Lincoln Avenue, Corona, California) as part of the DSI, in accordance with ASTM Standard E 1527-05. The DSI identified Recognized Environmental Conditions (RECs) associated with on-site releases. Based on the results of the DSI, the following measures will be implemented for these two sites of potential environmental concern:<br/>Honda Cars of Corona Site: During final design and prior to any ground disturbance, RCTC's Resident Engineer will require the design/build contractor to consult with regulators, confirm that the final confirmation sampling has been completed at the site, and that contaminant investigation for the site has received regulatory site closure. In addition, prior to the completion of final design, the RCTC Resident Engineer will require the design build/build contractor to properly abandon all monitoring wells and vapor extraction wells on the site in accordance with regulatory requirements.</p> | Final EIR/EIS  | Design Builder   | Final design; prior to disturbance |                                      |                                       |  |         |  |  |
| HW-1 Second Sub-point | <p>Mobil No. 18-FLM Site: During final design and prior to any ground disturbance, RCTC's Resident Engineer will require the design/build contractor to conduct further investigation on contaminants in soils on site after a work plan is prepared and additional information is available.</p>  | Final EIR/EIS  | RCTC   | Final design; prior to disturbance |                                      |                                       |  |         |  |  |
| HW-2                  | <p>During final design and prior to any ground disturbance activities, RCTC's Resident Engineer will</p>   | Final EIR/EIS  | Design Builder   | Final design; prior to disturbance |                                      |                                       |  |         |  |  |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures   | Environmental Analysis Source (Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase                       | Action(s) Taken to Implement Measure | Measure Completed (Date and Initials) |  | Remarks | Environmental Compliance for Ultimate Project YES / NO |  |
|--------|---|--|--|------------------------------------|--------------------------------------|---------------------------------------|--|---------|--|--|
|        | require the design/build contractor to conduct site investigations for any new release sites that are within the project right-of-way. RCTC's Resident Engineer will require the design/build contractor to conduct these site investigations in compliance with applicable federal, State, and local regulations and in accordance with ASTM Standard E 1527-05. If contaminants are determined to be present during the site investigation, RCTC's Resident Engineer may require the design/build contractor to prepare one or more of the following specialized reports: Remedial Actions Options Report, Sensitive Receptor Survey, Human Health/Ecological Risk Assessment, and/or Quarterly Monitoring Report.  |  |  |                                    |                                      |                                       |  |         |  |  |
| HW-3   | <p>During final design and prior to any ground disturbance activities, RCTC's Resident Engineer will require the design/build contractor to conduct an aerially deposited lead (ADL) study for soil if excavation will exceed 3 feet (ft) below ground surface (bgs) in unpaved locations adjacent to the State right-of-way between Gypsum Canyon Road and Magnolia Avenue, or 5 ft bgs in unpaved locations in areas where there would be fiber-optic signage along eastbound State Route 91 (SR-91) starting east of the Weir Canyon Road undercrossing and extending east of the Gypsum Canyon Road undercrossing.</p> <p>During construction, if soils within the project disturbance limits along SR-91 are removed off site, RCTC's Resident Engineer will require the design/build contractor to treat the soils as State hazardous waste and to properly dispose of those soils at an appropriate State-certified landfill facility. In addition, during construction, RCTC's Resident Engineer will require the design/build contractor to test all soils imported on site as fill. RCTC's Resident Engineer will require the design/build contractor to use only clean soils as imported fill on site.</p> | Final EIR/EIS  | Design Builder   | Final design; prior to disturbance |                                      |                                       |  |         |  |  |
| HW-4   | 1. Predemolition asbestos and/or LBP surveys were conducted for 21 road structures that will be renovated or demolished during project construction.  | Final EIR/EIS  | Design Builder   | Prior to construction              |                                      |                                       |  |         |  |  |
| HW-4   | 2. Based on the results of the ACM surveys of the 21 freeway structures, the SR-91/State Route 71 (SR-71) Separation (Bridge No. 56-0587), East SR-91/North SR-71 Connector Separation (Bridge No. 56-0635), Prado Overhead (Bridge No. 56-0637), West Grand Boulevard Undercrossing (UC) (Bridge   | Final EIR/EIS  | Design Builder   | Prior to construction              |                                      |                                       |  |         |  |  |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures   | Environmental Analysis Source (Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase                       | Action(s) Taken to Implement Measure | Measure Completed (Date and Initials) | Remarks | Environmental Compliance for Ultimate Project YES / NO |
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|        | No. 56-0445 L/R), El Cerrito Road UC (Bridge No. 56-0558 L/R), and Serfas Club Drive UC (Bridge No. 56-0368 L/R) contain ACMs. Therefore, prior to disturbance associated with renovation or demolition of these bridges, RCTC's Resident Engineer will require the design/build contractor to have a licensed asbestos contractor properly remove and dispose of asbestos-containing railing brace pads from these structures.   |  |  |                                    |                                      |                                       |         |  |
| HW-4   | 3. Based on the results of the LBP surveys of the 21 freeway structures, the Main Street UC (Bridge No. 56-0448 L/R), McKinley Street UC (Bridge No. 56-0365), and Buchanan Street Overcrossing (Bridge No. 56-0368) contain LBPs. Therefore, prior to disturbance associated with renovation or demolition of these bridges, RCTC's Resident Engineer will inform the design/build contractor of the presence of LBPs in those structures. RCTC's Resident Engineer will require the design/build contractor to protect construction workers from exposure to lead dust when disturbing LBP during bridge renovation or demolition activities.   | Final EIR/EIS  | Design Builder   | Prior to construction              |                                      |                                       |         |  |
| HW-4   | 4. In addition, a hazardous materials survey identified two areas with potential hazardous materials. Based on the results of the visual hazardous materials survey of the bridges, light fixture components and possible lead metal railing braces may pose an additional concern. These components include:<br>- Light fixtures (some flush-mounted) on the undersides of many of the bridges. At a few of the bridges that cross over the freeway, there are light posts. The light bulbs in these fixtures may contain mercury.<br>- The Temescal Wash Bridge overhead has some metal braces and wire tension cable at joint locations on the underside of the bridge. While no suspected ACMs were observed or sampled at these locations, the presence of metal washers and spacers, which may contain lead, was noted.<br>- Soft metal railing brace pads that may be composed of lead metal were observed at the following bridges: Pierce Street UC (Bridge No. 56-0369 L/R) and Buchanan Street Overcrossing (Bridge No. 56-0368) | Final EIR/EIS  | Design Builder   | During construction                |                                      |                                       |         |  |
| HW-4   | 5. Therefore, during final design and prior to any disturbance of these facilities and materials, RCTC's Resident Engineer will inform the design/build contractor of the presence and location of the  | Final EIR/EIS  | RCTC   | Final design; prior to disturbance |                                      |                                       |         |  |

| ECR ID       | Avoidance, Minimization, and/or Mitigation Measures   | Environmental Analysis Source (Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase                        | Action(s) Taken to Implement Measure | Measure Completed (Date and Initials) | Remarks | Environmental Compliance for Ultimate Project YES / NO |
|--------------|---|--|--|-------------------------------------|--------------------------------------|---------------------------------------|---------|--|
|              | hazardous materials in the freeway structures described above.  |  |  |                                     |                                      |                                       |         |  |
| HW-4         | 6. Prior to the disturbance of freeway structures, RCTC's Resident Engineer will require the design/build contractor to have asbestos-containing railing brace pads removed and disposed of by a licensed asbestos abatement contractor. If abated, RCTC's Resident Engineer will require the design/build contractor to remove non-friable ACMs in accordance with Category II asbestos abatement procedures as defined in Federal Occupational Safety and Health Administration (Fed-OSHA) 29 Code of Federal Regulations (CFR) 1926.1101. However, if mechanical means are utilized for abatement of ACMs, RCTC's Resident Engineer will require the design/build contractor to convert these non-friable materials into a friable state during removal activities and manage these materials under Class I asbestos abatement procedures. | Final EIR/EIS  | Design Builder   | During construction                 |                                      |                                       |         |  |
| HW-4         | 7. Prior to disturbance of freeway structures, RCTC's Resident Engineer will require the design/build contractor to properly test any areas that have not been previously tested, and remove and dispose of any materials from these structures that exceed California Health and Safety Code criteria for hazardous waste at an appropriate State-certified landfill facility.   | Final EIR/EIS  | Design Builder   | Prior to construction               |                                      |                                       |         |  |
| HW-4         | 8. During final design and prior to any ground disturbance, demolition, or renovation activities, RCTC's Project Engineer will require the design/build contractor to conduct predemolition asbestos, LBP, polychlorinated biphenyl (PCB), and/or mercury surveys of any buildings that will be renovated or demolished.  | Final EIR/EIS  | RCTC   | Final design; prior to disturbance  |                                      |                                       |         |  |
| HW-4         | 9. During construction, RCTC's Resident Engineer will require the design/build contractor to properly remove and dispose of any materials from these structures that exceed California Health and Safety Code criteria for hazardous waste at an appropriate State-certified landfill facility.   | Final EIR/EIS  | RCTC   | During construction                 |                                      |                                       |         |  |
| HW-5, Part 1 | During final design and prior to any ground disturbance activities, RCTC's Resident Engineer will require the design/build contractor to conduct inspections for potential PCBs in utility pole-mounted transformers that will be relocated or removed as part of the project   | Final EIR/EIS  | Design Builder   | Final design; prior to construction |                                      |                                       |         |  |

| ECR ID       | Avoidance, Minimization, and/or Mitigation Measures   | Environmental Analysis Source (Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase                       | Action(s) Taken to Implement Measure | Measure Completed (Date and Initials) | Remarks | Environmental Compliance for Ultimate Project YES / NO |
|--------------|---|--|--|------------------------------------|--------------------------------------|---------------------------------------|---------|--|
| HW-5, Part 2 | RCTC's Resident Engineer will require the design/build contractor to consider leaking transformers a PCB hazard unless tested and confirmed otherwise, and to handle them accordingly.  | Final EIR/EIS  | Design Builder   | Prior to construction              |                                      |                                       |         |  |
| HW-6         | During construction, RCTC's Resident Engineer will require the design/build contractor to test, remove, and dispose of any yellow traffic striping and pavement marking materials in accordance with the California Department of Transportation (Department) Construction Manual, Chapter 7, Section 106.  | Final EIR/EIS  | Design Builder   | During construction                |                                      |                                       |         |  |
| HW-7         | During final design and prior to any dewatering activities, RCTC's Resident Engineer will require the design/build contractor to conduct additional coordination with the Riverside County Department of Environmental Health when groundwater dewatering will occur in the vicinity of contaminated soils or contaminated groundwater sites.   | Final EIR/EIS  | Design Builder   | Final design                       |                                      |                                       |         |  |
| HW-8         | During final design and prior to any ground disturbance activities, RCTC's Project Engineer will require the design/build contractor to sample soil adjacent to the Burlington Northern Santa Fe (BNSF) railroad tracks that will be disturbed during construction for the presence of petroleum hydrocarbons, metals, solvents, and other potential contaminants (e.g., polynuclear aromatic hydrocarbons [PNAs], kerosene, ACMs, chlorinated hydrocarbons, pesticides, and herbicides). That testing will determine whether the soils require special handling and disposal during construction. During construction, RCTC's Resident Engineer will require the design/build contractor to properly dispose of all soils exceeding the criteria for State or federal hazardous waste at an appropriate State-certified landfill facility. | Final EIR/EIS  | Design Builder   | Final design; prior to disturbance |                                      |                                       |         |  |
| HW-9         | Prior to the start of construction, RCTC's Project Engineer will require the design/build contractor to prepare a site-specific Health and Safety Plan (HASP) by a certified industrial hygienist. The HASP will be based on evaluation of proposed construction activities, the potential hazards identified in the Phase I Environmental Site Assessment and Phase II testing, and any future assessments prepared for the project. The HASP will outline specific procedures for encountering expected and unexpected contaminants. It will include safe work practices, contaminant monitoring, the need for personal protective equipment, emergency response  | Final EIR/EIS  | Design Builder   | Prior to construction              |                                      |                                       |         |  |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures  | Environmental Analysis Source<br>(Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase                               | Action(s) Taken to Implement Measure | Measure Completed<br>(Date and Initials) |  | Remarks | Environmental Compliance for Ultimate Project<br>YES / NO |  |
|--------|--|---|--|--|--------------------------------------|--|--|---------|---|--|
|        | <p>procedures, and safety training requirements to protect construction workers and third parties working on site. The HASP will be in compliance with the requirements of 29 CFR 1910 and 1926 and all other applicable federal, State, and local regulations and requirements.</p> <p>During construction, RCTC's Resident Engineer will require the design/build contractor to implement the requirements in the HASP.</p>  |   |  |  |                                      |  |  |         |   |  |
| HW-10  | <p>Prior to the start of construction, RCTC's Project Engineer will require the design/build contractor to prepare a soils and groundwater Contaminant Management Plan (CMP). The CMP will include procedures for contaminant monitoring and identification as well as temporary storage, handling, treatment, and disposal of hazardous waste and materials in accordance with applicable federal, State, and local regulations and requirements. Prior to and during construction, RCTC's Resident Engineer will require the design/build contractor to implement the soils and groundwater CMP.</p>   | Final EIR/EIS   | Design Builder   | Prior to construction                      |                                      |  |  |         |   |  |
| HW-11  | <p>Prior to the start of construction, RCTC's Project Engineer will require the design/build contractor to prepare a Construction Contingency Plan (CCP) in accordance with the Department's Unknown Hazards Procedures for Construction. The CCP will include provisions for emergency response in the event that unidentified underground storage tanks (USTs), hazardous materials, petroleum hydrocarbons, or hazardous or solid wastes are discovered during construction activities. The CCP will address UST decommissioning, field screening, contaminant materials testing methods, mitigation and contaminant management requirements, and health and safety requirements for construction workers. RCTC's Resident Engineer will require the design/build contractor to implement the CCP during all construction activities.</p> <p>During construction, RCTC's Resident Engineer will require the design/build contractor to cease work immediately if an unexpected release of hazardous substances is found in reportable quantities. If an unexpected release of hazardous substances is found in reportable quantities, RCTC's Resident Engineer will require the design/build contractor to notify the National Response Center by calling 1-800-424-8802. RCTC's Resident Engineer will require the design/build contractor to perform cleanup of</p> | Final EIR/EIS   | Design Builder   | Prior to construction; during construction |                                      |  |  |         |   |  |

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|        | unexpected releases under the appropriate federal, State, or local agency oversight.   |  |  |                                    |                                      |                                       |         |  |
| HW-12  | RCTC's Resident Engineer will require the design/build contractor to notify Underground Service Alert (USA) at least 2 days prior to excavation by calling 811 to require that all utility owners within the project disturbance limits identify the locations of underground transmission lines and facilities.   | Final EIR/EIS  | Design Builder   | Prior to construction              |                                      |                                       |         |  |
| HW-13  | RCTC's Resident Engineer will require the design/build contractor to submit the fees to the South Coast Air Quality Management District (SCAQMD) at least 10 days prior to proceeding with any demolition or renovation of a structure (refer to SCAQMD Rule 1403). RCTC's Resident Engineer will require the design/build contractor to adhere to the requirements of SCAQMD Rule 1403 during renovation and demolition activities.   | Final EIR/EIS  | Design Builder   | During construction                |                                      |                                       |         |  |
| HW-14  | During final design and prior to any ground disturbance, RCTC's Resident Engineer will require the design/build contractor to test all wooden utility poles, railroad ties, and other treated wood waste material that will be removed and disposed of as part of the project are tested for wood treatments/preservatives. RCTC's Resident Engineer will also require the design/build contractor to test soils surrounding railroad ties for wood treatments/preservatives. Prior to and during construction, RCTC's Resident Engineer will require the design/build contractor to properly dispose of all treated wood waste as required in Alternative Management Standards for Wood Treated Waste in Section 67386.6(a)(2)(B)(3) of the California Code of Regulations (CCR). Alternative Management Standards for Wood Treated Waste. In addition, RCTC's Resident Engineer will require the design/build contractor to require any personnel who come in contact with treated wood waste or contaminated soils to follow all applicable requirements under Section 67386.6(a)(2)(B)(3) of the CCR and to be trained in the proper identification, disposal, and safe handling of treated wood waste and contaminated soils. | Final EIR/EIS  | Design Builder   | Final design; prior to disturbance |                                      |                                       |         |  |
| SC-1   | Development of a Construction Emissions Mitigation Plan. Prior to any site preparation, grading and/or construction activities, the Riverside County Transportation Commission (RCTC) Project Engineer will require the design/build contractor to develop a Construction Emissions Mitigation Plan. That plan will  | Final EIR/EIS  | Design Builder   | Prior to construction              |                                      |                                       |         |  |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures  | Environmental Analysis Source (Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase                       | Action(s) Taken to Implement Measure | Measure Completed (Date and Initials) | Remarks | Environmental Compliance for Ultimate Project YES / NO |
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|        | specifically incorporate measures for controlling particulate and other emissions during construction from the following sources:<br>California Department of Transportation (Department) Standard Specifications Sections 10 and 18 (Dust Control) Department's Standard Specifications Section 39-3.06 (Asphalt Concrete Plant Emissions) South Coast Air Quality Management District (SCAQMD) Rule 403, including control measures from Tables 1, 2, and 3 in that rule<br>The plan will also include the following measures:<br>Control of ozone precursor emissions from construction equipment vehicles by maintaining equipment engines in good condition and in proper tune per the manufacturers' specifications.<br>Control of material on all trucks hauling excavated or graded material from the site by compliance with State Vehicle Code Section 23114, with special attention to Sections 23114(b)(F), (e)(2), and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads. |  |  |                                    |                                      |                                       |         |  |
| SC-2   | Implementation of the Construction Emissions Mitigation Plan. During all site preparation, grading, construction, clean-up, and other activities during construction, RCTC's Resident Engineer will require the design/build contractor to comply with the measures in the Construction Emissions Mitigation Plan. RCTC's Resident Engineer will conduct site inspections at least once a month to ensure that the design/build contractor is complying with the provisions of the Construction Emissions Mitigation Plan.   | Final EIR/EIS  | Design Builder   |                                    |                                      |                                       |         |  |
| SC-3   | Prior to any construction activities, RCTC's Project Engineer will ensure that the <u>grading plans and project specifications show the anticipated duration of construction</u> in individual construction areas along the project alignment.   | Final EIR/EIS  | Design Builder   | Prior to construction              |                                      |                                       |         |  |
| SC-4   | During final design and prior to any ground disturbance, RCTC's <u>Project Geologist will conduct appropriate testing to determine whether there are asbestos-containing materials (ACMs) present in the project disturbance limits.</u>   | Final EIR/EIS  | Design Builder   | Final design; prior to disturbance |                                      |                                       |         |  |
| SC-5   | If RCTC's Project Geologist determines that ACMs are present in the project disturbance limits during that final preconstruction inspection, RCTC's <u>Resident Engineer will require the design/build contractor to properly remove and dispose of those ACMs.</u>  | Final EIR/EIS  | Design Builder   | Prior to construction              |                                      |                                       |         |  |



| ECR ID | Avoidance, Minimization, and/or Mitigation Measures   | Environmental Analysis Source (Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase        | Action(s) Taken to Implement Measure | Measure Completed (Date and Initials) |  | Remarks | Environmental Compliance for Ultimate Project YES / NO |  |
|--------|---|--|--|---------------------|--------------------------------------|---------------------------------------|--|---------|--|--|
| N-1    | Based on studies completed to date, Riverside County Transportation Commission (RCTC) intends to incorporate noise abatement in the form of reasonable and feasible barriers at 15 to 16 locations, depending on the selected alternative, ranging in height from 8 feet (ft) to 14 ft, depending on the alternative and the design variations. Calculations based on preliminary design data indicate that the barriers will reduce noise levels by 5 to 15 A-weighted decibels (dBA) for 333 to 419 homes and the Green River Golf Club, depending on the design variation. If during final design conditions have substantially changed, noise abatement at some of these locations may not be necessary. The final decision on noise abatement will be made on completion of the project design and the public involvement processes for the environmental document. RCTC's Resident Engineer will require the design/build contractor to construct the noise abatement measures included in the final design and project specifications.   | Final EIR/EIS  | Design Builder   | During construction |                                      |                                       |  |         |  |  |
| N-2    | RCTC's Resident Engineer will require the design/build contractor to control noise from construction activity consistent with the California Department of Transportation's (Department's) Standard Specifications, Section 14-8.02, "Noise Control," and Standard Special Provisions (SSP) S5-310. RCTC's Resident Engineer will require the design/build contractor to ensure that noise levels from construction operations within the State right-of-way between the hours of 9:00 p.m. and 6:00 a.m. not exceed 86 dBA at a distance of 50 ft. The noise level requirement will apply to the equipment on the job site or related to the job, including, but not limited to trucks, transit mixers, or transient equipment that may or may not be owned by the contractor. RCTC's Resident Engineer will require the design/build contractor to use an alternative warning method instead of a sound signal unless required by safety laws. In addition, RCTC's Resident Engineer will require the design/build contractor to equip all internal combustion engines with the manufacturer-recommended mufflers and not operate any internal combustion engine on the job site without the appropriate mufflers. As directed by RCTC's Resident Engineer, the design/build contractor will implement appropriate additional noise mitigation measures, including changing the location of | Final EIR/EIS  | Design Builder   | During construction |                                      |                                       |  |         |  |  |

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|-----------------------------|--|--|--|---------------------|--------------------------------------|---------------------------------------|---------|--|
|                             | stationary construction equipment, turning off idling equipment, rescheduling construction activity, notifying adjacent residents in advance of construction work, and installing acoustic barriers around stationary construction noise sources.  |  |  |                     |                                      |                                       |         |  |
| N-3                         | In accordance with the Municipal Codes of the Cities of Anaheim, Corona, Riverside, and Norco, RCTC's Resident Engineer will require the design/build contractor to limit construction activities to between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, excluding weekends and holidays. If construction is needed outside those hours or days, RCTC's Resident Engineer will require the design/build contractor to coordinate with the affected local jurisdiction. In addition to Measure N-3, Measure GEO-3 specifically addresses potential noise control in the event blasting is necessary during construction along State Route 91 (SR-91) east of Interstate 15 (I-15). | Final EIR/EIS  | Design Builder   | During construction |                                      |                                       |         |  |
| N-4                         | If noise barriers proposed for I-15 (with the exception of Noise Barrier [NB] K1-A), as part of a separate project, are not constructed within 5 years of the completion of the construction the SR-91 Corridor Improvement Project (CIP), the RCTC will initiate a separate project to construct those walls.   | Final EIR/EIS  | RCTC   | During construction |                                      |                                       |         |  |
| N-5                         | 1. Residences that would experience a severe traffic noise impact of 75 dBA equivalent continuous sound level (Leq) or higher would qualify for consideration of unusual and extraordinary abatement under Alternative 2f. NBs M-1, M-2, M-3, and D1-B are considered unusual and extraordinary noise abatement.<br>2. During the design/build phase, RCTC will contract with a qualified acoustical specialist to conduct interior noise analyses at residences projected to experience severe traffic noise impacts. Interior noise abatement for each of those homes will be evaluated on a case-by-case basis per FHWA guidance and noise protocol.  | Final EIR/EIS  | RCTC   | Final design        |                                      |                                       |         |  |
| Compensatory Mitigation (1) | Compensatory Mitigation:<br>1.) Compensatory mitigation for the effects to coastal sage scrub (CSS) vegetation within Riverside County will be achieved through project consistency with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). Permanent effects to CSS vegetation in Orange County occupied by coastal California gnatcatcher (CAGN) or within CAGN-designated critical habitat will be mitigated as   | Final EIR/EIS  | RCTC   | During construction |                                      |                                       |         |  |

| ECR ID                          | Avoidance, Minimization, and/or Mitigation Measures   | Environmental Analysis Source (Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase        | Action(s) Taken to Implement Measure | Measure Completed (Date and Initials) |  | Remarks | Environmental Compliance for Ultimate Project YES / NO |  |
|---------------------------------|---|--|--|---------------------|--------------------------------------|---------------------------------------|--|---------|--|--|
|                                 | described in the Biological Opinion received from the United States Fish and Wildlife Service (USFWS) on November 30, 2011. Specifically, 16.03 acres (ac) of habitat (e.g., CSS) suitable for CAGN breeding, dispersal, and foraging will be restored in Chino Hills State Park (CHSP) (or another off-site area approved by the USFWS) during construction of the Initial Phases under Alternatives 1 and 2. This will increase the amount of conserved habitat available for CAGN in the area.   |  |  |                     |                                      |                                       |  |         |  |  |
| Compensatory Mitigation (2 & 3) | <p>2.) Temporarily impacted coastal sage scrub (CSS) and other vegetation communities used by California gnatcatcher (CAGN) for dispersal and foraging will be restored with in-kind or better vegetation during and after construction as the construction in each disturbed area is completed (e.g., after each phase of construction). Measures TE-1 through TE-17, provided later in the Environmental Commitments Record (ECR), were developed from the Biological Opinion.</p> <p>3.) The plant palette used for restored areas in the project limits and CHSP (or other areas approved by the USFWS) will be approved by the District Biologist at each location. The District Biologist may consult with local responsible agencies (e.g., local fire agencies) regarding the plant palettes if the District Biologist determines that such consultation would be appropriate.</p>  | Final EIR/EIS  | RCTC/Design Builder  | During construction |                                      |                                       |  |         |  |  |
| Compensatory Mitigation (4)     | 4. Compensatory mitigation for riparian communities in both counties will be required for United States Army Corps of Engineers (Corps) Section 404 and California Department of Fish and Game (CDFG) Section 1600 permitting. Typically, riparian habitat subject to Corps and CDFG jurisdiction is mitigated at a minimum mitigation-to-effect ratio of 2:1 for permanent effects and 1:1 for temporary effects, which is consistent with Corps and CDFG policies for no net loss of riparian/riverine habitat (e.g., wetlands) standards. Mitigation for permanent effects will be conducted in advance during the Initial Phases in the form of habitat restoration and/or enhancement in on- or off-site areas where similar riparian habitat exists. Temporary effects to riparian communities will be mitigated at a minimum mitigation ratio of 1:1 to be replaced on site in kind after the temporary impact has occurred. Final details for compensatory mitigation will be coordinated and environmental clearance will be obtained (if necessary) through | Final EIR/EIS  | RCTC/Design Builder  | During construction |                                      |                                       |  |         |  |  |

| ECR ID                               | Avoidance, Minimization, and/or Mitigation Measures  | Environmental Analysis Source (Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase                            | Action(s) Taken to Implement Measure | Measure Completed (Date and Initials) | Remarks | Environmental Compliance for Ultimate Project YES / NO |
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|                                      | coordination among the Riverside County Transportation Commission (RCTC), the California Department of Transportation (Department), the resource agencies, and third-party landowners.   |  |  |   |                                      |                                       |         |  |
| Compensatory Mitigation (5)          | 5. Prior to beginning construction, a Habitat Mitigation and Monitoring Plan (HMMP) will be developed in coordination with the Corps, CDFG, and USFWS that ensures no net loss of riparian habitat value or acreage. Final details for compensatory mitigation will be evaluated through coordination among the Department, RCTC, and the resource agencies.   | Final EIR/EIS  | RCTC   | Prior to construction                   |                                      |                                       |         |  |
| Item 6 under Compensatory Mitigation | 6. The HMMP will comply with all terms and conditions set forth in the permits and opinions issued by the resource agencies for the project and will include, at a minimum, the following provisions: Permanent impacts to riparian/riverine areas will be replaced on or off site at a minimum ratio of 3:1 with in-kind habitat. Permanent effects to native habitat will be replaced on or off site at a minimum 2:1 ratio with in-kind habitat. Temporary effects to native vegetation will be replaced at a minimum 1:1 ratio with in-kind habitat restored in place within the project area. If off-site restoration is conducted, it will be done within the same watershed as the project. The HMMP will identify a success criterion of at least 80 percent cover of native riparian vegetation or composition structure similar to existing adjacent high-quality riparian vegetation. Further criteria specified in the HMMP will include an establishment period for the replacement habitat, regular trash removal, and regular maintenance and monitoring activities to ensure the success of the mitigation plan. After construction, annual summary reports of biological monitoring will be provided to the Corps, CDFG, and USFWS documenting the monitoring effort. The duration of the monitoring and reporting will be established by resource agency permit conditions. Compensatory mitigation for effects to oak trees (excluding California scrub oaks) with trunk sizes above 8 inches in diameter at breast height (dbh) will involve replacement at a mitigation-to-effect ratio of 3:1. Heritage oaks (oaks with a greater than 36-inch dbh) will be replaced at a mitigation-to-effect ratio of 10:1, if feasible. | Final EIR/EIS  | RCTC   | During construction; after construction |                                      |                                       |         |  |
| Item 6 under Compensatory            | If the replacement trees cannot be planted in the immediate vicinity of where the previous trees were located, they may be planted elsewhere in the project  | Final EIR/EIS  | RCTC   | During construction                     |                                      |                                       |         |  |

| ECR ID              | Avoidance, Minimization, and/or Mitigation Measures   | Environmental Analysis Source (Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase               | Action(s) Taken to Implement Measure | Measure Completed (Date and Initials) |  | Remarks | Environmental Compliance for Ultimate Project YES / NO |  |
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| Mitigation (cont'd) | area, subject to approval by the Department Landscape Architect and the affected local jurisdiction, if any. All compensatory mitigation for the entire project, both the Initial Phases and Ultimate Projects, will be provided in the Initial Phases of the SR-91 CIP Build Alternatives. RCTC will provide appropriate funds, to be maintained in a non-wasting endowment, to Chino Hills State Park to provide for the long-term maintenance and management of the restored areas within the park to support gnatcatcher habitat in perpetuity.   |  |  |                            |                                      |                                       |  |         |  |  |
| NC-1                | <p>1. During final design, RCTC's Project Engineer will coordinate with the Designated Qualified Biologist to delineate all environmentally sensitive areas (ESAs) within the project footprint and the immediately surrounding areas in the project specifications. ESAs include CSS, chaparral, and riparian/riverine vegetation; the protected zone of any oak tree (5 feet [ft]) outside the dripline or 15 ft from the trunk of the tree, whichever is greater) or oak habitat; and designated critical habitat (with constituent elements).</p> <p>2. In addition, all restoration and mitigation areas at Coal Canyon adjacent to the project footprint will be designated ESAs on the project plans.</p> <p>3. Prior to clearing or construction, RCTC's Resident Engineer will require the design/build contractor to install highly visible barriers (such as orange construction fencing) around all designated ESAs. No grading or fill activity of any type will be permitted within the ESAs. In addition, no construction activities, materials, or equipment will be allowed within the ESAs. All construction equipment will be operated in a manner so as to prevent accidental damage to nearby preserved areas. No structure of any kind, or incidental storage of equipment or supplies, will be allowed within the ESAs. Silt fence barriers will be installed at the ESA boundaries to prevent accidental deposition of fill material in areas where vegetation is adjacent to planned grading activities.</p> | Final EIR/EIS  | Design Builder   | Final design/ construction |                                      |                                       |  |         |  |  |
| NC-2                | RCTC's Resident Engineer will require the design/build contractor to have a Designated Qualified Biologist under contract. The Designated Qualified Biologist will monitor construction in the vicinity of the ESAs for the duration of construction to flush any wildlife species present prior to construction and to ensure that all vegetation removal, best  | Final EIR/EIS  | Design Builder   | During construction        |                                      |                                       |  |         |  |  |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures   | Environmental Analysis Source (Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase                               | Action(s) Taken to Implement Measure | Measure Completed (Date and Initials) | Remarks | Environmental Compliance for Ultimate Project YES / NO |
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|        | management practices (BMPs), ESAs, and all avoidance and minimization measures are properly implemented.  |  |  |  |                                      |                                       |         |  |
| NC-3   | To avoid effects to nesting birds, RCTC's Resident Engineer will require the design/build contractor to conduct any native or exotic vegetation removal or tree trimming activities outside of the nesting bird season (i.e., February 15–September 15). In the event that vegetation clearing is necessary during the nesting season, RCTC's Resident Engineer will require the design/build contractor to have the Designated Qualified Biologist conduct a preconstruction survey within 300 ft of construction areas no more than 7 days prior to construction to identify the locations of nests. Should nesting birds be found, an exclusionary buffer of 300 ft will be established by the Designated Biologist around each nest site. This buffer will be clearly marked in the field by construction personnel under guidance of the design/build contractor's Designated Qualified Biologist, and construction or clearing will not be conducted within this zone until the Designated Qualified Biologist determines that the young have fledged or the nest is no longer active. In the event that construction must occur within the 300 ft buffer, the Designated Biologist will take steps to ensure that construction activities do not disturb or disrupt nesting activities. If the Designated Biologist determines that construction activities are disturbing or disrupting nesting activities, the Designated Biologist will notify the Resident Engineer, who has the authority to halt construction to reduce the noise and/or disturbance to the nests. Responses may include, but are not limited to, turning off vehicle engines and other equipment whenever possible to reduce noise, installing a protective noise barrier between the nest and the construction activities, and/or working in other areas until the young have fledged. | Final EIR/EIS  | Design Builder   | Prior to construction; during construction |                                      |                                       |         |  |
| NC-4   | When work is conducted during the fire season (as identified by the Orange County Fire Authority [OCFA], Riverside County Fire Department [RCFD], City of Norco Fire Department, and/or the City of Corona Fire Department) adjacent to any vegetated open space, RCTC's Resident Engineer will require the design/build contractor to ensure that appropriate firefighting equipment (e.g., extinguishers, shovels, water tankers) is available on site during all phases  | Final EIR/EIS  | Design Builder   | During construction                        |                                      |                                       |         |  |

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|--------|---|---|--|--|--------------------------------------|--|--|---------|---|--|
|        | <p>of project construction to help minimize the potential for human-caused wildfires. Shields, protective mats, and/or other fire-preventive methods will be used during grinding, welding, and other spark-inducing activities. Personnel trained in fire hazards, preventive actions, and responses to fires will advise contractors regarding fire risk from all construction-related activities. If a responsible fire agency (OCFA, RCFD, City of Norco Fire Department, or City of Corona Fire Department) requires the RCTC to clear defensible spaces during construction, the RCTC's Resident Engineer, the design/build contractor, and the design/build contractor's Designated Qualified Biologist will coordinate with the USFWS prior to this clearing effort. In the event there are resources in the areas identified for defensible clearing, RCTC's Resident Engineer and the Designated Qualified Biologist will coordinate with any applicable permitting agencies regarding possible effects to those resources prior to approving the defensible clearing of any areas by the contractor. During all Red Flag Warning periods as issued by the National Weather Service, the design/build contractor will not be allowed to operate mechanized equipment or equipment that could throw off sparks or potentially start fires in any areas of natural open space in CHSP or other areas.</p> |   |  |  |                                      |  |  |         |   |  |
| NC-5   | <p>During final design, the Project Engineer will coordinate with the Designated Qualified Biologist to identify developed or nonsensitive upland habitat areas appropriate for use during construction for equipment maintenance, staging, dispensing of fuel and oil, or any other such activities and will delineate and identify those areas on the project specifications. The Designated Qualified Biologist will specifically identify developed or nonsensitive upland habitat areas to prevent any spill runoff on those sites from entering waters of the United States. During construction, RCTC's Resident Engineer will require the design/build contractor to ensure that all equipment maintenance, staging, dispensing of fuel and oil, or any other such activities occur in developed or designated nonsensitive upland habitat areas designated in the project specifications for those uses.</p>   | Final EIR/EIS   | Design Builder   | Final design; during construction              |                                      |  |  |         |   |  |
| NC-6   | <p>During final design, RCTC's Project Engineer will coordinate with the Designated Qualified Biologist to identify the locations of all existing wildlife fencing</p>  | Final EIR/EIS   | Design Builder   | Final design; prior to and during construction |                                      |  |  |         |   |  |

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|        | <p>and will delineate and identify those areas on the project specifications. Prior to and during construction, RCTC's Resident Engineer will require the design/build contractor to install new fencing prior to the removal of any existing wildlife fencing to protect against wildlife-vehicle incidents. The new fencing must be the same or greater height than the previous wildlife fence.</p> <p>The RCTC Resident Engineer will require the design/build contractor to ensure that the fencing is maintained and functional throughout the project construction.</p> <p>The Department will ensure that the fencing is maintained and functional throughout the life of the project to prevent wildlife-vehicle incidents.</p>   |  |  |  |                                      |                                       |  |         |  |  |
| NC-7   | <p>During final design, RCTC's Project Engineer will coordinate with the Designated Qualified Biologist to identify the habitat adjacent to Coal Canyon, B Canyon, Fresno Canyon/Wardlow Wash, and Bedford Wash that is anticipated to be disturbed by construction activities and will delineate those areas on the project specifications. As detailed in the project specifications, RCTC's Resident Engineer will require the design/build contractor to restore habitat adjacent to Coal Canyon, B Canyon, Fresno Canyon/Wardlow Wash, and Bedford Wash that was disturbed during construction as construction in the affected areas is completed. That restoration will be provided on a 1:1 ratio, using native vegetation as determined by RCTC and the Department in coordination with the resource agencies.</p> | Final EIR/EIS  | Design Builder   | Final design; during construction              |                                      |                                       |  |         |  |  |
| NC-8   | <p>During final design, RCTC's Project Engineer will coordinate with the Designated Qualified Biologist to delineate all wildlife corridors within the project footprint and the immediately surrounding areas as Environmentally Sensitive Areas (ESAs) in the project specifications. Prior to and during construction, RCTC's Resident Engineer will require the design/build contractor to ensure that equipment maintenance, lighting, and staging are limited to designated areas away from wildlife corridor entrances.</p>   | Final EIR/EIS  | Design Builder   | Final design; prior to and during construction |                                      |                                       |  |         |  |  |
| NC-9   | <p>During final design, RCTC's Project Engineer will develop design and construction management measures to direct temporary construction noise and nighttime construction lighting and permanent facility lighting away from the wildlife corridors, bridges (structures potentially occupied by bats), biologically</p>  | Final EIR/EIS  | RCTC   | Final design; prior to construction            |                                      |                                       |  |         |  |  |



| ECR ID | Avoidance, Minimization, and/or Mitigation Measures   | Environmental Analysis Source (Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase                      | Action(s) Taken to Implement Measure | Measure Completed (Date and Initials) | Remarks | Environmental Compliance for Ultimate Project YES / NO |
|--------|---|--|--|-----------------------------------|--------------------------------------|---------------------------------------|---------|--|
|        | sensitive areas, Western Riverside County MSHCP Conservation Areas, vegetated drainages, CSS in CAGN-designated critical habitat with long-term conservation value for covered species. Those design measures will be approved by Department District 8 Biology/Environmental prior to the completion of final design. If construction work must be done at night, RCTC's Resident Engineer will require the design/build contractor to properly implement the measures developed during final design to direct noise and direct lighting away from the wildlife corridors, bridges, and biologically sensitive areas during those nighttime construction activities. |  |  |                                   |                                      |                                       |         |  |
| NC-10  | Prior to and during construction, RCTC's Resident Engineer will require the design/build contractor to keep the wildlife corridors clear of all equipment or structures that could potentially serve as barriers to wildlife passage.   | Final EIR/EIS  | Design Builder   | Prior to and during construction  |                                      |                                       |         |  |
| NC-11  | During final design, RCTC's Project Engineer will ensure that the existing culvert structures that will be extended or modified by the project are designed so that they are at least as compatible with wildlife usage as the existing culvert structures. Those culverts will be shown on the project specifications. RCTC's Resident Engineer will require the design/build contractor to properly implement these compatible culvert designs during construction.   | Final EIR/EIS  | Design Builder   | Final design                      |                                      |                                       |         |  |
| NC-12  | Within Coal Canyon, B Canyon, Fresno Canyon/Wardlow Wash, and Bedford Wash, RCTC's Resident Engineer will require the design/build contractor to limit the hours of construction within 1,000 ft of the centerline of each of these crossings to daylight hours (7:00 a.m. to 4:00 p.m.) to ensure continued use of these wildlife corridors during construction, with the exception of limited periods when evening or night work is required for safety or operations reasons.  | Final EIR/EIS  | Design Builder   | During construction               |                                      |                                       |         |  |
| NC-13  | During final design, RCTC's Project Engineer will ensure that the design and construction process for all structures required for bridge and/or culvert work within Coal Canyon, B Canyon, Fresno Canyon/Wardlow Wash, and Bedford Wash, will not block the main underpass at these locations during construction. RCTC's Project Engineer will ensure that the design of the scaffolding and false work is restricted to the sides of the underpass and limits of the existing exclusionary chain-link fence to maintain   | Final EIR/EIS  | Design Builder   | Final design; during construction |                                      |                                       |         |  |

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|        | the existing width of the wildlife corridor during construction activities. During construction within Coal Canyon, B Canyon, Fresno Canyon/Wardlow Wash, and Bedford Wash, RCTC's Resident Engineer will require the design/build contractor to ensure that all structures required for bridgework are installed and constructed consistent with the final design specifically to avoid blocking the main underpass during construction and to restrict all scaffolding and false work to the sides of the underpass and limits of the existing exclusionary chain-link fence to maintain the existing width of the wildlife corridor during construction activities.  |  |  |                                   |                                      |                                       |         |  |
| NC-14  | Minimal equipment staging area is available at the eastbound Coal Canyon off-ramp along the sides of the paved road and will be used for the staging of equipment for Coal Canyon work only. During final design, RCTC's Project Engineer will ensure that the available area for construction staging at the eastbound Coal Canyon off-ramp is delineated on the project specifications. RCTC's Resident Engineer will require the design/build contractor to minimize the use of this area during construction and, where possible, to avoid the area from February 15 to September 1. RCTC's Resident Engineer will require the design/build contractor to ensure that vehicles staged in this area are equipped with security lights. | Final EIR/EIS  | Design Builder   | Final design; during construction |                                      |                                       |         |  |
| NC-15  | During construction within Coal Canyon, RCTC's Resident Engineer will require the design/build contractor to keep the Coal Canyon on- and off-ramps open at all times for emergency and police personnel. RCTC's Resident Engineer will require the design/build contractor to ensure that use of the emergency access road as a turnaround or shortcut for any construction or non-emergency traffic is prohibited. That road will only be used during bridge construction and general road construction at Coal Canyon. RCTC's Resident Engineer will also require the design/build contractor to ensure that, in general, no hauling is allowed at night through underpasses and freeway off-ramps.                                    | Final EIR/EIS  | Design Builder   | During construction               |                                      |                                       |         |  |
| NC-16  | During construction in Coal Canyon, RCTC's Resident Engineer will require the design/build contractor to <u>close the gates at Coal Canyon at the end of each construction day</u> . The locations of those gates will be shown on the project specifications.  | Final EIR/EIS  | Design Builder   | During construction               |                                      |                                       |         |  |

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|--------|--|--|--|-----------------------|--------------------------------------|---------------------------------------|---------|--|
| NC-17  | During final design, RCTC's Project Engineer will coordinate with the Designated Qualified Biologist to identify existing and proposed conservation areas within the project footprint or in the immediately surrounding areas and will designate those areas on the project specifications. To reduce impacts where the project interfaces with existing or proposed conservation areas prior to and during construction, RCTC's Project Manager will ensure that the project complies with the Urban/Wildlands Interface Guidelines in Section 6.1.4 of the Western Riverside County MSHCP. The project specifications will include applicable guidelines from the Western Riverside County MSHCP. | Final EIR/EIS  | RCTC   | Final design          |                                      |                                       |         |  |
| NC-18  | During final design, RCTC's Project Engineer will coordinate with the Designated Qualified Biologist to identify existing Criteria Areas within the project footprint or in the immediately surrounding areas and will designate those areas on the project specifications. To reduce impacts where the project is located within the Criteria Area, RCTC's Project Manager will ensure that the project complies with the applicable siting and design criteria and the Construction Guidelines in Section 7.5.2 of the Western Riverside County MSHCP. The project specifications will include applicable guidelines from the Western Riverside County MSHCP.                                      | Final EIR/EIS  | Design Builder   | Final design          |                                      |                                       |         |  |
| NC-19  | During construction, RCTC's Resident Engineer will require the design/build contractor to comply with guidelines from the Western Riverside County MSHCP included in the project specifications. The SR-91 CIP is a covered project. Therefore, RCTC's Resident Engineer will ensure that the SR-91 CIP complies with all Western Riverside County MSHCP Construction Guidelines and Standard BMPs prior to and during construction.   | Final EIR/EIS  | Design Builder   | During construction   |                                      |                                       |         |  |
| WET-1  | Riverside County Transportation Commission's (RCTC) Project Manager will ensure that prior to any clearing or construction, a Section 404 Nationwide Permit is obtained through the United States Army Corps of Engineers (Corps) pursuant to Section 404 of the Clean Water Act (CWA). RCTC's Resident Engineer will retain a copy of the Corps permit at the construction site and will ensure that the conditions in that permit are properly implemented prior to and during construction.   | Final EIR/EIS  | Design Builder   | Prior to construction |                                      |                                       |         |  |

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|--------|--|--|--|--|--------------------------------------|---------------------------------------|---------|--|
| WET-2  | RCTC's Project Manager will ensure that prior to any clearing or construction, a Streambed Alteration Agreement with California Department of Fish and Game (CDFG) is obtained. RCTC's Resident Engineer will retain a copy of the CDFG agreement at the construction site and will ensure that the conditions in that agreement are properly implemented prior to and during construction.  | Final EIR/EIS  | Design Builder   | Prior to construction  |                                      |                                       |         |  |
| WET-3  | RCTC's Project Manager will ensure that prior to any clearing or construction, a Section 401 Water Quality Certification from the Regional Water Quality Control Board (RWQCB) is obtained. RCTC's Resident Engineer will retain a copy of the Section 401 certification at the construction site and will ensure that the conditions in that certification are properly implemented prior to and during construction.   | Final EIR/EIS  | Design Builder   | Prior to construction  |                                      |                                       |         |  |
| PS-1   | As part of the SR-91 CUP Habitat Mitigation and Monitoring Plan, trees and shrubs will be planted at appropriate locations, and the species list to be used for those plantings will include Southern California black walnut and Coulter's matilija poppy. At a minimum, 30 Southern California black walnut trees will be planted.   | Final EIR/EIS  | RCTC's Project Manager                                       | Required for Initial Phase; Timing during the design/build phase |                                      |                                       |         |  |
| AS-1   | During final design, the Riverside County Transportation Commission's (RCTC) Project Engineer will coordinate with the Designated Qualified Biologist to identify all areas of potential burrowing owl (BUOW) habitat within the project footprint or in the immediately surrounding areas and will designate those areas on the project specifications. To ensure that any BUOW that may occupy the site in the future are not affected by construction activities, RCTC's Resident Engineer will require the design/build contractor to have preconstruction BUOW surveys conducted by a Designated Qualified Biologist within 30 days prior to any phase of construction in the areas identified as potential BUOW habitat. These preconstruction surveys are also required to comply with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), the federal Migratory Bird Treaty Act (MBTA), and the California Fish and Game Code. If any of the preconstruction surveys determine that BUOW are present, one or more of the following mitigation measures may be required: (1) avoidance of active nests/burrows and surrounding buffer area during construction activities; | Final EIR/EIS  | Design Builder   | Final design   |                                      |                                       |         |  |

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|        | (2) passive relocation of individual owls;<br>(3) active relocation of individual owls; and<br><br>(4) preservation of on-site habitat with long-term conservation value for the owl. The specifics of the required measures will be coordinated among the Department District Biologist, RCTC's Project Manager, RCTC's Resident Engineer, the design/build contractor, the design/build contractor's Designated Qualified Biologist, and the resource agencies.<br>RCTC's Resident Engineer will ensure that any BUOW measures determined to be required based on the results of the preconstruction surveys and the required coordination are properly implemented by the design/build contractor prior to and during construction in the BUOW areas identified in the surveys.  | Final EIR/EIS  |  |                       |                                      |                                       |         |  |
| AS-2   | During final design, RCTC's Project Engineer will coordinate with the Designated Qualified Biologist to identify all areas of potential bat habitat within the project footprint or in the immediately surrounding areas and will designate those areas on the project specifications. RCTC's Project Manager will require the design/build contractor to have a Designated Qualified Bat Biologist survey all potential bat habitat in June, prior to construction, to assess the potential for the presence of maternity roosts because maternity roosts are generally formed in late spring. The Designated Qualified Bat Biologist will also perform preconstruction surveys because bat roosts can change seasonally. The surveys will include a combination of structure inspection, sampling, exit counts, and acoustic surveys. | Final EIR/EIS  | Design Builder   | Final design          |                                      |                                       |         |  |
| AS-3   | To avoid direct mortality to bats roosting in areas subject to effects from construction activities, RCTC's Resident Engineer will require the design/build contractor to ensure that any structure with potential bat habitat will have temporary bat exclusion devices installed under the supervision of the Designated Qualified Bat Biologist prior to construction. The installation of the exclusion devices will be conducted during the fall (September or October) to avoid trapping flightless young inside during the summer months or hibernating individuals during the winter. Such exclusion efforts must be continued to keep the structures free of bats until the completion of construction. Replacement roosting habitat may also  | Final EIR/EIS  | Design Builder   | Prior to construction |                                      |                                       |         |  |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures   | Environmental Analysis Source (Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase                     | Action(s) Taken to Implement Measure | Measure Completed (Date and Initials) |  | Remarks | Environmental Compliance for Ultimate Project YES / NO |  |
|--------|---|--|--|----------------------------------|--------------------------------------|---------------------------------------|--|---------|--|--|
|        | be needed to minimize effects to excluded bats. All bat exclusion techniques will be coordinated among the California Department of Transportation (Department) District 8 Biologist, the Department District 12 Biologist, RCTC's Project Manager, RCTC's Resident Engineer, the design/build contractor, the design/build contractor's Designated Qualified Bat Biologist, and the resource agencies.   |  |  |                                  |                                      |                                       |  |         |  |  |
| AS-4   | As required in Measure NC-10, RCTC's Resident Engineer will ensure that all construction work on bridges will take place during the day to the best extent feasible. Limited evening and/or night construction may be required for safety and/or operations reasons. The RCTC Project Engineer will require the design/build contractor to include construction management measures to direct lighting and noise away from bat night roosting areas in the project specifications. The RCTC Resident Engineer will require the design/build contractor to implement those measures during evening and night construction as much as possible while providing for safe facility operations and construction worker safety. | Final EIR/EIS  | Design Builder   | During construction              |                                      |                                       |  |         |  |  |
| AS-5   | RCTC's Project Engineer will ensure that the final design specifically addresses keeping riparian vegetation delineated on the project specifications that is adjacent to bat roosting sites (which include crevices in bridges, culverts, and overhead structures) intact during construction per measures included in the project specifications. Prior to and during construction, RCTC's Resident Engineer will require the design/build contractor to properly implement the measures in the project specifications to keep riparian vegetation adjacent to bat roosting sites intact.   | Final EIR/EIS  | Design Builder   | Prior to and during construction |                                      |                                       |  |         |  |  |
| AS-6   | To prevent project effects to bridge- and crevice-nesting birds (i.e., swifts and swallows), RCTC's Resident Engineer will require the design/build contractor to ensure that all work on existing bridges with potential habitat that is conducted between February 15 and October 31 includes removal of all bird nests prior to construction under the guidance and observation of the Designated Qualified Biologist prior to February 1 of that year, before the swallow colony returns to the nesting site. Removal of swallow nests that are under construction must be repeated as frequently as necessary to prevent nest completion or until a nest exclusion device is installed                               | Final EIR/EIS  | Design Builder   | During construction              |                                      |                                       |  |         |  |  |

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|--------|--|---|--|--|--------------------------------------|--|--|---------|---|--|
|        | (such as netting or a similar mechanism that keeps birds from building nests). Nest removal and exclusion device installation will be monitored by the Designated Qualified Biologist. Such exclusion efforts must be continued to keep the structures free of swallows until September or completion of construction. All nest exclusion techniques will be coordinated among the Department District 8 Biologist, the Department District 12 Biologist, RCTC's Project Manager, RCTC's Resident Engineer, the design/build contractor, the design/build contractor's Designated Qualified Biologist, and the resource agencies.  |   |  |  |                                      |  |  |         |   |  |
| AS-7   | During final design, RCTC's Project Manager, the Department District 8 Biologist, the Department District 12 Biologist, and the Designated Qualified Biologist will determine whether structural features providing existing bat roosting habitat cannot be permanently retained following construction. If that is the case, RCTC's Project Manager, RCTC's Project Engineer, the Department District 8 Biologist, the Department District 12 Biologist, and the Designated Qualified Biologist will identify alternative roosting habitat to be installed during project construction. The project specifications will include suitable designs and specifications for bat exclusion and habitat replacement structures. Prior to and during construction, RCTC's Resident Engineer will require the design/build contractor to properly implement the designs and specifications for bat exclusion and habitat replacement structures included in the project specifications. The installation and maintenance of those structures will be monitored by the Designated Qualified Biologist. | Final EIR/EIS   | Design Builder   | Final design; prior to and during construction |                                      |  |  |         |   |  |
| AS-8   | RCTC's Resident Engineer will require the design/build contractor to install and maintain silt fence barriers at all staging or construction areas at Coal Canyon and areas within Chino Hills State Park (CHSP) to prevent small animals from entering those areas.   | Final EIR/EIS   | Design Builder   | During construction                            |                                      |  |  |         |   |  |
| TE-1   | Prior to any ground disturbing activities, an individual will be identified as the Designated Biologist. A qualified Designated Biologist must have a Bachelor's degree with an emphasis in ecology, natural resource management, or related science; 3 years of experience in field biology or current certification of a nationally recognized biological society, such as The Ecological Society of America   | Final EIR/EIS   | Design Builder   | Prior to disturbance                           |                                      |  |  |         |   |  |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures  | Environmental Analysis Source (Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase        | Action(s) Taken to Implement Measure | Measure Completed (Date and Initials) | Remarks | Environmental Compliance for Ultimate Project YES / NO |
|--------|--|--|--|---------------------|--------------------------------------|---------------------------------------|---------|--|
|        | <p>or The Wildlife Society; previous experience with applying the terms and conditions of a Biological Opinion; and the appropriate permit and/or training if conducting focused or protocol surveys for listed species.</p> <p>The Riverside County Transportation Commission (RCTC) will ensure the Designated Biologist position is filled throughout the construction period. Each successive Designated Biologist (if applicable) will be approved by the United States Fish and Wildlife Service (USFWS) and California Department of Fish and Game (CDFG) (hereafter referred to as the Wildlife Agencies).</p> <p>The Designated Biologist will have the authority to ensure compliance with conservation measures and will be the primary agency contact for the implementation of these measures. The Designated Biologist will have the authority and responsibility to halt activities that are in violation of the conservation measures.</p> |  |  |                     |                                      |                                       |         |  |
| TE-2   | To minimize adverse effects from dust during all site disturbance, grading, and construction activities, the design/build contractor will ensure that all active parts of the construction site are watered a minimum of twice daily or more often when needed due to dry or windy conditions to prevent excessive amounts of dust. Additionally, the design/build contractor will ensure that all stockpiled material is sufficiently watered or covered to prevent excessive amounts of dust.  | Final EIR/EIS  | Design Builder   | During construction |                                      |                                       |         |  |
| TE-3   | All erosion and sediment control devices during project construction and operation, including fiber rolls and bonded fiber matrix, will be made from biodegradable materials such as jute, with no plastic mesh, to avoid creating a wildlife entanglement hazard.   | Final EIR/EIS  | Design Builder   | During construction |                                      |                                       |         |  |
| TE-4   | During all site disturbance, grading, and construction activities, the design/build contractor will be required to control noise from construction activity consistent with Caltrans Standard Specifications, Section 14-8.02, "Noise Control," and the California Department of Transportation (Caltrans) Standard Special Provisions S5-310. Noise levels from construction operations within the State right-of-way between the hours of 9:00 p.m. and 6:00 a.m. will not exceed 86 A-weighted decibels (dBA) at a distance of 50 feet (ft) from the noise source. The noise level requirement will apply to the equipment on the job site or related   | Final EIR/EIS  | Design Builder   | During construction |                                      |                                       |         |  |



| ECR ID | Avoidance, Minimization, and/or Mitigation Measures  | Environmental Analysis Source (Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase        | Action(s) Taken to Implement Measure | Measure Completed (Date and Initials) | Remarks | Environmental Compliance for Ultimate Project YES / NO |
|--------|--|--|--|---------------------|--------------------------------------|---------------------------------------|---------|--|
|        | to the job, including, but not limited to, trucks, transit mixers, or transient equipment that may or may not be owned by the contractor.  |  |  |                     |                                      |                                       |         |  |
| TE-5   | During all site disturbance, grading, and construction activities in and immediately adjacent to biologically sensitive areas, Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) Conservation Areas, vegetated drainages, and coastal sage scrub (CSS) in coastal California gnatcatcher (CAGN) designated critical habitat, the design/build contractor will be required to control noise from construction activity by using an alternative warning method instead of a sound signal unless required by safety laws. In addition, the contractor will equip all internal combustion engines with the manufacturer-recommended mufflers and will not operate any internal combustion engine on the job site without the appropriate mufflers. As directed by the RCTC Resident Engineer, the contractor will implement appropriate additional noise mitigation measures, including changing the location of stationary construction equipment, turning off idling equipment, rescheduling construction activity, notifying adjacent residents in advance of construction work, and installing acoustic barriers around stationary construction noise sources. | Final EIR/EIS  | Design Builder   | During construction |                                      |                                       |         |  |
| TE-6   | In accordance with the Municipal Codes of the Cities of Anaheim, Corona, Riverside, and Norco, the design/build contractor will be required to limit construction activities to between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, excluding weekends and holidays. If construction is needed outside those hours or days, the design/build contractor will be required to coordinate with the affected local jurisdiction. If the local jurisdiction approves construction hours that are different from those imposed by this measure, then the design/build contractor will immediately request that RCTC consider a modification to this measure to allow construction during the new hours that the local jurisdiction approved.  | Final EIR/EIS  | Design Builder   | During construction |                                      |                                       |         |  |
| TE-7   | In the major wildlife movement corridors at, Coal Canyon, Wardlow Wash, and Fresno Canyon, and areas adjacent to least Bell's vireo and CAGN occupied areas (approximately Post Mile [PM] ORA-91-R17.16 to PM ORA-91-R18.74), construction activities will be limited to between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday. Should   | Final EIR/EIS  | Design Builder   | During construction |                                      |                                       |         |  |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures   | Environmental Analysis Source (Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase          | Action(s) Taken to Implement Measure | Measure Completed (Date and Initials) | Remarks | Environmental Compliance for Ultimate Project YES / NO |
|--------|---|--|--|-----------------------|--------------------------------------|---------------------------------------|---------|--|
|        | an exception to this measure be necessary, RCTC and the California Department of Transportation (Department) will consult with the Wildlife Agencies to determine effective measures to avoid and minimize adverse impacts to these species and movement corridors.   |  |  |                       |                                      |                                       |         |  |
| TE-8   | Braunton's Milk-vetch Conservation Measures. A pre-construction survey will be conducted prior to ground disturbing activities in the vicinity of the historical occurrence in Coal Canyon in Orange County. This survey will be conducted by a biologist familiar with the species and during the appropriate time of year to optimize detection. Should Braunton's milk-vetch be found during surveys, the Designated Biologist will consult with the USFWS to determine effective measures to avoid and minimize adverse impacts to this species.    | Final EIR/EIS  | Design Builder   | Prior to construction |                                      |                                       |         |  |
| TE-9   | Coastal California Gnatcatcher Conservation and Compensatory Measures. The Designated Biologist (or their designee) will monitor construction within the vicinity of CAGN-designated critical habitat areas prior to and during site preparation, grading, and construction activities, to flush any wildlife species present prior to construction and to ensure that vegetation removal, best management practices (BMPs), Environmentally Sensitive Areas (ESAs), and all avoidance and minimization measures are properly implemented and followed. | Final EIR/EIS  | Design Builder   | During construction   |                                      |                                       |         |  |
| TE-10  | RCTC will offset the permanent loss of 8.42 acres (ac) of occupied CAGN habitat in Orange County, including 6.32 ac of designated critical habitat, by restoring 16.03 ac of habitat suitable for CAGN breeding, dispersal, and foraging in Chino Hills State Park (CHSP) to be conducted during the Initial Phase of the project. If restoration is unable to be conducted in CHSP, another location will be selected on approval of the Wildlife Agencies.  | Final EIR/EIS  | RCTC   | After construction    |                                      |                                       |         |  |
| TE-11  | RCTC will offset the temporary loss of 3.01 ac of occupied CAGN habitat in Orange County, including 2.09 ac of CAGN-designated critical habitat, with in-kind, or better, on-site restoration after the completion of project construction.   | Final EIR/EIS  | RCTC   | After construction    |                                      |                                       |         |  |
| TE-12  | Prior to site preparation, grading or construction activities, a restoration plan will be developed by a qualified biologist for the permanent and temporary impacts to occupied CAGN habitat in Orange County, including designated critical habitat. The plan will be   | Final EIR/EIS  | Design Builder   | Prior to construction |                                      |                                       |         |  |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures  | Environmental Analysis Source (Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase        | Action(s) Taken to Implement Measure | Measure Completed (Date and Initials) | Remarks | Environmental Compliance for Ultimate Project YES / NO |
|--------|--|--|--|---------------------|--------------------------------------|---------------------------------------|---------|--|
|        | submitted to the USFWS for review and approval. This plan will include, at a minimum, a detailed description of restoration methods, slope stabilization/erosion control, criteria for restoration to be considered successful, and monitoring and reporting protocol(s). The restoration plan will be implemented for a minimum of 5 years, unless success criteria are met earlier and all artificial watering has been off for at least 2 years.  |  |  |                     |                                      |                                       |         |  |
| TE-13  | During all site preparation, grading, and construction activities in Orange County, the RCTC Resident Engineer, will require the design/build contractor to use shielded lighting for any nighttime construction adjacent to coastal sage scrub in CAGN-designated critical habitat.   | Final EIR/EIS  | Design Builder   | During construction |                                      |                                       |         |  |
| TE-14  | Riparian Birds Conservation Measures. During the bird breeding season (i.e., February 15–September 15), the Designated Biologist (or their designee) will monitor riparian and riverine areas within 500 ft of active construction areas for the duration of the construction in those areas to survey for active nests and/or nesting activity to ensure breeding activities are not disrupted and to ensure vegetation removal, BMPs, ESAs, and all avoidance and minimization measures are properly implemented.  | Final EIR/EIS  | Design Builder   | During construction |                                      |                                       |         |  |
| TE-15  | Measure for Light Intrusion and Wildfires. To minimize adverse effects from light intrusion from vehicle headlights and the potential threat of increased fires from the operation of State Route 91 (SR-91), during final design, the Department and RCTC will work with the USFWS to investigate the possibility of adding features along SR-91 in the vicinity of the Coal Canyon wildlife crossing in Orange County. For example, consideration can be given to the placement of K-rail, concrete walls, and/or hardscaping barriers along the shoulder of SR-91. In investigating these features, consideration must be given to motorist safety, freeway operations, vehicle headlight mitigation and the potential fire threat. | Final EIR/EIS  | RCTC   | Ultimate Phase      |                                      |                                       |         |  |
| TE-16  | Santa Ana Sucker Conservation Measures. The United States Army Corps of Engineers (Corps) is in the process of constructing the Santa Ana River (SAR) Reach 9 Phase 2 Green River Golf Club Embankment Protection Project within the action area. Following completion of the embankment construction, perennial stream habitat for the Santa  | Final EIR/EIS  | Design Builder   | During construction |                                      |                                       |         |  |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures  | Environmental Analysis Source (Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase                        | Action(s) Taken to Implement Measure | Measure Completed (Date and Initials) | Remarks | Environmental Compliance for Ultimate Project YES / NO |
|--------|--|--|--|-------------------------------------|--------------------------------------|---------------------------------------|---------|--|
|        | Ana sucker will be reestablished within the construction footprint. The Department and RCTC will coordinate with the Corps during construction of the SR-91 CIP to ensure these restoration areas will not be temporarily or permanently impacted during construction of the SR-91 CIP.  |  |  |                                     |                                      |                                       |         |  |
| TE-17  | The Department and RCTC will coordinate with the Corps during construction to ensure that the SR-91 CIP will not affect releases from Prado Dam or result in a permanent reduction of acreage within the Santa Ana River Canyon Habitat Management Area.   | Final EIR/EIS  | Design Builder   | During construction                 |                                      |                                       |         |  |
| IS-1   | During final design, Riverside County Transportation Commission (RCTC) Project Engineer will direct a qualified landscape architect develop a weed abatement program for inclusion in the project specifications. That program will be developed in compliance with Executive Order (EO) 13112 to minimize the potential for intrusion or export of invasive plant species to and from the biological study area (BSA) during project construction. At a minimum, the following will be included in the weed abatement program and implemented prior to and during construction to address potential effects associated with invasive species: | Final EIR/EIS  | Design Builder   | Final design; prior to construction |                                      |                                       |         |  |
| IS-1a  | RCTC's Resident Engineer will require the design/build contractor to inspect and clean construction equipment at the beginning and end of each day and prior to transporting equipment from one project location to another.<br>RCTC's Resident Engineer will require the design/build contractor to limit soil and vegetation disturbance to those areas specifically required for the project construction.  | Final EIR/EIS  | Design Builder   | During construction                 |                                      |                                       |         |  |
| IS-1b  | RCTC's Resident Engineer will require the design/build contractor to obtain soil, gravel, and rock from weed-free sources.<br>RCTC's Resident Engineer will require the design/build contractor to use only certified weed-free straw, mulch, and/or fiber rolls for erosion control during construction.  | Final EIR/EIS  | Design Builder   | During construction                 |                                      |                                       |         |  |
| IS-1c  | Prior to the completion of construction, RCTC's Resident Engineer will require the design/build contractor to revegetate affected areas adjacent to native vegetation with plant species that are native to the vicinity and approved by the California Department of Transportation (Department) District 8 and District 12 Biologists.   | Final EIR/EIS  | Design Builder   | During construction                 |                                      |                                       |         |  |

| ECR ID | Avoidance, Minimization, and/or Mitigation Measures  | Environmental Analysis Source (Technical Study, Environmental Document, and/or Technical Discipline) | Responsible for Development and/or Implementation of Measure | Timing/Phase        | Action(s) Taken to Implement Measure | Measure Completed (Date and Initials) | Remarks | Environmental Compliance for Ultimate Project YES / NO |
|--------|--|--|--|---------------------|--------------------------------------|---------------------------------------|---------|--|
| IS-1   | RCTC's Resident Engineer will <u>require the design/build contractor to not use any species listed in the California Invasive Plant Council (Cal-IPC) California Invasive Plant Inventory with a high or moderate rating in revegetation.</u>  | Final EIR/EIS  | Design Builder   | During construction |                                      |                                       |         |  |
| IS-1d  | After construction, RCTC's Resident Engineer will ensure that erosion control and revegetation sites are monitored until achievement of the performance standards included in the weed abatement program or for a period of 2 to 3 years after installation to detect nonnative species prior to the establishment of the native vegetation.   | Final EIR/EIS  | Design Builder   | After construction  |                                      |                                       |         |  |
| IS-1e  | RCTC's Resident Engineer will require the design/build contractor and the post-construction monitors to implement eradication procedures (e.g., spraying and/or hand weeding) should an infestation occur. The use of herbicides will be prohibited within and adjacent to native vegetation, except as specifically authorized and monitored by the Department District 8 and District 12 Biologists during and after project construction.                   | Final EIR/EIS  | Design Builder   | During Construction |                                      |                                       |         |  |
|        |  | Final EIR/EIS  |  | After construction  |                                      |                                       |         |  |
| IS-1f  | During construction, RCTC's Resident Engineer will require the design/build contractor to reduce indirect impacts of exotic plant infestations and litter by regular roadside maintenance to remove litter and weeds from the right-of-way. Because the Department already conducts regular ongoing maintenance of landscaping in the State right-of-way, no additional project-specific measures for invasive species are required during project operations. | Final EIR/EIS  | Design Builder   | During construction |                                      |                                       |         |  |
| HW-15  | For buildings that would be demolished as part of ROW acquisition and/or construction, Asbestos Containing Material (ACM) and Lead Based Paint (LMP) testing shall be performed after ROW acquisition and prior to building demolition.  | Revalidation #2 for Initial Phase  | Design Builder   | During construction |                                      |                                       |         |  |
| HW-16  | Herbicide, pesticide, and fungicide testing shall be performed on the soils within acquired ROW at the Green River Golf Club (5215 Green River Road, Corona, CA).  | Revalidation #2 for Initial Phase  | Design Builder   | During construction |                                      |                                       |         |  |

# **AGENDA ITEM 9**



**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

|                 |   |
|-----------------|---|
| <b>DATE:</b>    | June 24, 2019   |
| <b>TO:</b>      | Western Riverside County Programs and Projects Committee  |
| <b>FROM:</b>    | David Thomas, Toll Project Manager  |
| <b>THROUGH:</b> | Michael Blomquist, Toll Program Director  |
| <b>SUBJECT:</b> | Request for Proposal to Design and Construct the Interstate 15/State Route 91 Express Lanes Connector Project Through a Design-Build Contract |

**STAFF RECOMMENDATION:**

This item is for the Committee to:

- 1) Authorize staff, subject to concurrence by the California Department of Transportation (Caltrans) and the Federal Highway Administration (FHWA), to issue Request for Proposal (RFP) No. 19-31-074-00 and future addenda to design and construct the Interstate 15/State Route 91 Express Lanes Connector (15/91 ELC) project through a design-build (DB) contract;
- 2) Approve the selection criteria for the selection of the apparent best value (ABV) proposer;
- 3) Authorize the Executive Director to select the top-ranked ABV proposer for DB services, based on the criteria identified in the RFP and addenda, and to conduct subsequent limited negotiations;
- 4) Authorize the Executive Director to pay, to the unsuccessful shortlisted DB proposers (or potentially all DB proposers in the case that the procurement is cancelled after the proposal due date) that submit a timely and responsive proposal, a stipend of \$225,000, plus a contingency amount of \$25,000 per proposer, for a total amount not to exceed \$1 million;
- 5) Authorize the Executive Director or designee to approve stipend contingency up to the total amount not to exceed as deemed necessary; and
- 6) Forward to the Commission for final action.

**BACKGROUND INFORMATION:**

The 15/91 ELC will provide a tolled express lanes connector between the existing RCTC 91 Express Lanes and the future 15 Express Lanes to the north of SR-91. A detailed vicinity map of the 15/91 ELC is provided as Attachment 1. The 15/91 ELC involves adding:

- 1) A single-lane tolled express lane connector from the eastbound RCTC 91 Express Lanes to the future northbound 15 Express Lanes that would extend in the median of I-15 to the Hidden Valley Road interchange; and



- 2) A single-lane tolled express lane connector from the future southbound 15 Express Lanes that would extend from the median of I-15 at the Hidden Valley Road interchange and would connect to the westbound RCTC 91 Express Lanes.

In addition, operational improvements are proposed along eastbound SR-91 by extending the eastbound RCTC 91 Express Lane to approximately 0.5 mile east of the 15/91 interchange and widening SR-91 to accommodate extending the outside eastbound general purpose lane from the SR-91 bridge over Arlington Channel to east of Promenade Avenue. A variable toll messaging sign would also be installed on eastbound SR-91 near the Orange/Riverside county line.

In April 2017 Governor Brown signed Senate Bill 132 (SB 132) which appropriated \$427 million to the Riverside County Transportation Efficiency Corridor (RCTEC) for five projects. SB 132 allocated \$180 million to the 15/91 ELC project. The current estimated capital cost of the project is \$220 million. At its January 2019 workshop, the Commission committed to fund the remaining balance with surplus toll revenue from the RCTC 91 Express Lanes. The Commission is also seeking federal funds to build the 15/91 ELC project.

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

At its October 2017 meeting, the Commission approved an overall procurement strategy for the 15/91 ELC to secure all the services and construction needed to deliver the project. The approved strategy consists of a series of contract amendments, as permitted by AB 115, to existing SR-91 Corridor Improvement Project (91 Project) and I-15 Express Lanes Project (ELP) contracts with engineering companies, contractors, toll vendors, legal, and financial advisors. As part of the overall procurement strategy, the Commission approved initiating negotiations with the I-15 ELP DB Contractor to amend the I-15 ELP DB contract to design and construct the 15/91 ELC project. The overall procurement strategy also included an alternative procurement strategy (plan B) to be implemented should staff feel it warranted due to the unsuccessful outcome of negotiations with the I-15 ELP DB contractor.

In April 2018, staff initiated negotiations with the I-15 ELP DB contractor to amend the I-15 ELP contract to include the 15/91 ELC work. To ensure that a fair and reasonable cost, schedule, and risk transfer is negotiated, staff and the Commission's consultant team performed an independent construction estimate to allow for a separate comparison of costs and to support direct negotiations with the I-15 ELP DB contractor. In November 2018, staff and the I-15 ELP DB contractor were unable to reach an agreement on a negotiated price for the 15/91 ELC project. To advance the 15/91 ELC work while the new procurement is underway, the I-15 ELP DB contract was amended to include specific final engineering design and construction work to accommodate the 15/91 ELC project. Between April 2018 and October 2018, the Commission approved one contract amendment and three contract change orders to the I-15 ELP contract to design and construct certain work to accommodate the 15/91 ELC project. The combined amendments and

change orders amounted to \$24,634,604 and a contingency amount of \$1,689,300 for a total amount of \$26,323,904.

**DISCUSSION:**

**Industry Outreach and Procurement Strategy**

On February 4, 2019, staff issued a letter to the industry announcing the upcoming release of a Request for Qualifications (RFQ) for the 15/91 ELC project. The Commission conducted numerous meetings with interested companies to garner their input about the 15/91 ELC project prior to the release of the RFQ. On March 4, 2019, the Commission released the DB RFQ No. 19-31-001-00 and received seven (7) Statements of Qualifications (SOQs). Shortly after the SOQs were received, the Pass/Fail and Responsiveness Subcommittee, comprised of the Commission's consultant team, reviewed the SOQs for responsiveness using pass/fail criteria related to minimum qualifications, financial stability and safety record. SOQs were then evaluated and scored by a DB evaluation and selection review committee comprised of Commission staff and public agency personnel. The selection review committee evaluated each SOQ in accordance with the evaluation criteria listed in the RFQ, which included the proposed DB team structure and experience and approach to project scope. Technical Advisory Subcommittees, comprised of staff and the Commission's consultant team, also reviewed the SOQs for financial and legal responsiveness and made recommendations to the selection review committee. Based on the evaluations and recommendations, the selection review committee shortlisted the following four DB firms:

1. Guy F. Atkinson Construction, LLC., dba Guy F. Atkinson
2. Flatiron West, Inc.
3. MCM Construction, Inc.
4. Myers-Rados, a Joint Venture

The draft DB RFP No. 19-31-074-00 was developed in coordination with Caltrans and FHWA, and an industry review draft was issued to the shortlisted DB firms on May 9, 2019 to garner industry feedback. Staff hereby requests authorization to release the final approved RFP and subsequent addenda to the DB shortlisted firms.

**Apparent Best Value Determination**

Proposals will be due to the Commission in November 2019. Once the proposals have been received, they will be evaluated using an ABV determination on both price and technical proposal. The ABV is based on a 100-point scale. The price score will represent up to 80 points of the total score, and the technical score will represent up to 20 points of the total score. The determination of ABV shall be based on the highest total proposal score (TPS) computed based on the following formula:

Total Proposal Score (maximum 100 pts.) = Price Score (maximum 80 pts.) + Technical Proposal Score (maximum 20 pts.)

The price score will be calculated based on the following formula:

Price Score = (PPLow/PP) \* 80, where;

PPLow = Lowest Proposal Price (PP) submitted by any proposer as determined by its fixed price.  
 PP = Each proposer's Price as determined by its fixed price.

The technical score will be calculated based on the following formula:

Technical Score = (TP/TP High) \* 20, where;

TP = Proposer's Technical Proposal evaluation score.  
 TP High = Highest Technical Proposal evaluation score achieved by any proposer.

The technical score calculation will be based on the following primary categories:

- Technical Approach
- Project Delivery Approach
- Quality Management Approach

Additional details of the evaluation are outlined in the RFP's Instructions to Proposers that will be issued to the shortlisted firms. Once the DB ABV proposer has been selected, staff will conduct limited negotiations that may include minor revisions to the contract terms, technical provisions, and/or scope and return to the Commission with a recommendation to award the Contract in Spring 2020.

| <b>Milestone Activity</b>                           | <b>Procurement Schedule</b>          |
|---|--------------------------------------|
| Issued letter to the industry                       | February 4, 2019<br><b>Completed</b> |
| Issued Request For Qualifications                   | March 4, 2019<br><b>Completed</b>    |
| Issued Draft RFP (to shortlisted proposers)         | May 9, 2019<br><b>Completed</b>      |
| One-on-One meetings                                 | May 29 & 30 2019<br><b>Completed</b> |
| Issue Final RFP (to shortlisted proposers)          | July 2019                            |
| Final RFP addendum                                  | October 2019                         |
| Proposal due date                                   | November 2019                        |
| Selection, negotiation, and staff recommendation    | January 2020                         |
| Committee and Commission approval of contract award | February/March 2020                  |
| Contract Award and Notice to Proceed                | Spring 2020                          |

## Stipend

A stipend is an amount paid to proposers who submit a timely and responsive, but unsuccessful proposal on DB procurements. Use of stipends is considered an industry best practice commonly used by agencies nationally to reduce costs to industry for participation in DB procurements and provide proposers partial compensation for development of technical concepts and innovations. Stipends generally cover 20-40 percent of proposer’s cost to prepare a responsive proposal/bid and allow an agency to have the right to incorporate a proposer’s technical concepts and innovations into the project or elsewhere. Stipends have been found to also increase competition by allowing firms to participate due to lower proposal costs and enhance price competition by keeping proposers in the game. The Commission has twice previously approved the use of DB procurement stipends for the 91 Project and the I-15 ELP.

Under 23 CFR 636.112 and 636.113, FHWA provides for federal-aid participation in stipends with certain stipulations. There is no fixed formula for stipends. Industry surveys reveal that stipends are typically found to be in the range of 0.06 percent to 0.2 percent of the contract value. Since the 15/91 ELC project is a complex project with several challenges including structural design issues, maintenance of traffic issues for general purpose and operational express lanes along SR-91 and I-15, and significant coordination with railroad companies and flood control facilities, staff recommends a stipend on the higher end of the industry range. The following table summarizes stipend awards on recent, similar projects and includes the current 15/91 ELC project staff recommendation.

| Project                            | Location | DB Contract               | Stipend     | %     | Notes  |
|------------------------------------|----------|---------------------------|-------------|-------|--|
| 15/91 ELC                          | CA       | \$130 million (estimated) | \$225,000   | 0.17% | Complex engineering; maintenance of traffic and multiple connector bridges. Limited concept plans required |
| I-15 ELP                           | CA       | \$266 million             | \$275,000   | 0.10% | Concept plans not required   |
| SR-91 Corridor Improvement Project | CA       | \$795 million             | \$650,000   | 0.08% | Concept plans required   |
| I-10 Contract 1                    | CA       | \$673 million             | \$500,000   | 0.07% | Concept plans required   |
| I-405 Sepulveda Pass               | CA       | \$1.1 billion             | \$1 million | 0.09% |  |
| CA High Speed Rail, CP-2           | CA       | \$1.5 billion             | \$2 million | 0.13% | Complex engineering, but concept plans not required  |
| Gerald Desmond Bridge              | CA       | \$750 million             | \$1 million | 0.13% | Concept plans required   |
| Grand Parkway Toll Road            | TX       | \$850 million             | \$1 million | 0.12% | Concept plans required   |

|                         |    |               |           |       |   |
|-------------------------|----|---------------|-----------|-------|---|
| Grand Parkway Toll Road | TX | \$1.3 billion | \$747,000 | 0.06% |   |
| USA Parkway             | NV | \$80 million  | \$100,000 | 0.13% | Concept plans required for 18 miles of roadway  |
| I-15 South              | NV | \$245 million | \$300,000 | 0.12% | Concept plans required; complex maintenance of traffic and interchange project with bridges |
| Legacy Parkway          | UT | \$300 million | \$500,000 | 0.17% |   |

Staff recommends a stipend of \$225,000 to each responsive but unsuccessful proposer, which is approximately 0.17 percent of the estimated DB contract value for the 15/91 ELC project. One-on-one meetings with proposers to be conducted after issuance of the final RFP may reveal the need to increase the stipend value. Therefore, an additional stipend contingency amount of \$25,000 per each proposer is requested. In the unlikely case that the Commission cancels the procurement after the proposal due date, all proposers that had submitted a responsive proposal would receive the stipend.

Payment of the stipend to the unsuccessful proposers will be made if the proposal is determined by the Commission to be responsive, achieves a passing score under the criteria identified in the RFP, and all other conditions of the stipend agreement included in the RFP are met. Proposers will not receive a stipend if the Commission withdraws the RFP prior to the due date. Proposers will also not receive a stipend if they file a protest of, or otherwise challenge, the procurement process, award or cancellation of the procurement process and such protest or challenge is dismissed or unsuccessful as determined by the Commission. Payment of the stipend to each unsuccessful proposer will be made only after the DB contract has been awarded to the successful proposer. The successful proposer will not receive a stipend provided the procurement is not cancelled after the proposal due date.

**RECOMMENDATION:**

Staff recommends authorization to issue RFP No. 19-31-074-00 and future addenda, subject to concurrence by Caltrans and FHWA, to design and construct the 15/91 ELC project through a DB contract. Staff also requests approval of the selection criteria of the ABV proposer and authorization for the Executive Director to select the top-ranked ABV proposer for DB services, based on the criteria identified in the RFP and any addenda, and to conduct subsequent limited negotiations. Staff recommends the Commission authorize the Executive Director to pay, to the unsuccessful shortlisted DB proposers (or potentially all DB proposers in the case that the procurement is canceled after the proposal due date) that submit a timely and responsive proposal, a stipend of \$225,000 plus a contingency amount of \$25,000 per proposer, for a total amount not to exceed \$1 million. Additionally, staff recommends that the Commission authorize the Executive Director or designee to approve stipend contingency up to the total amount not to exceed as deemed necessary.

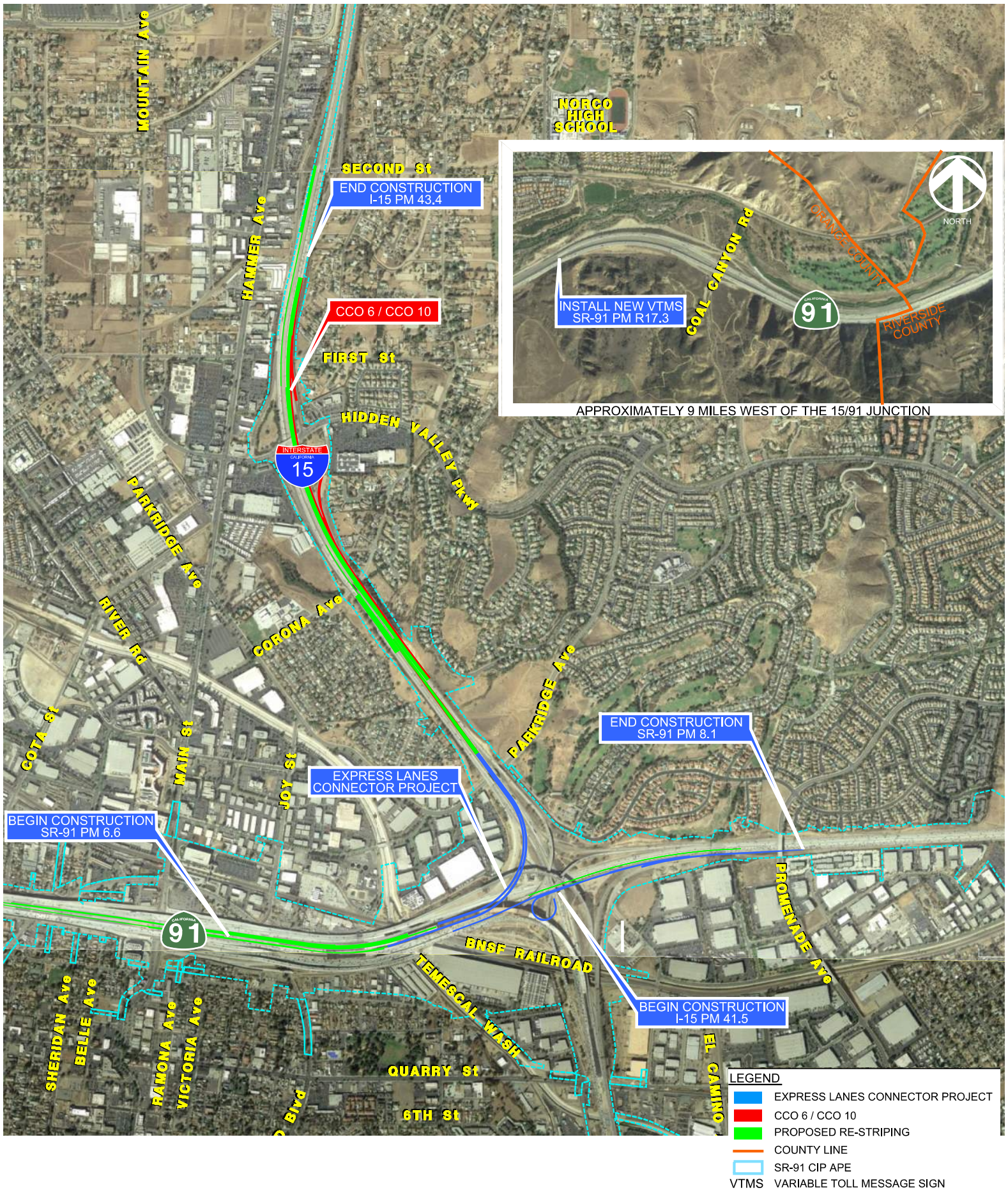
| Financial Information       |                                      |       |            |                    |             |
|-----------------------------|--------------------------------------|-------|------------|--------------------|-------------|
| In Fiscal Year Budget:      | Yes                                  | Year: | FY 2019/20 | Amount:            | \$1 million |
| Source of Funds:            | SB 132 State Funds                   |       |            | Budget Adjustment: | No          |
| GL/Project Accounting No.:  | 003039 81603 00000 0000 605 31 81601 |       |            |                    |             |
| Fiscal Procedures Approved: | <i>Theresa Trevino</i>               |       |            | Date:              | 06/13/2019  |

Attachment: 15/91 Express Lanes Connector Vicinity Map





# I-15 / SR-91 EXPRESS LANES CONNECTOR







# **AGENDA ITEM 10**



| <b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</b> |  |
|---|--|
| <b>DATE:</b>                                      | June 24, 2019  |
| <b>TO:</b>  | Western Riverside County Programs and Projects Committee   |
| <b>FROM:</b>                                      | Stephanie Blanco, Capital Projects Manager   |
| <b>THROUGH:</b>                                   | Michael Blomquist, Toll Program Director   |
| <b>SUBJECT:</b>                                   | Agreement with WSP USA Inc. for the Completion of the Project Initiation Document Phase for the Riverside County Next Generation Express Lanes |

**STAFF RECOMMENDATION:**

This item is for the Committee to:

- 1) Award Agreement No. 19-31-058-00 to WSP USA Inc. (WSP) to provide planning and preliminary engineering services to complete the Project Initiation Document for the Next Generation Express Lanes Project (NGELP), in the amount of \$996,110, plus a contingency amount of \$99,611, for a total contract amount not to exceed \$1,095,721;
- 2) Authorize the Executive Director, or designee, to approve an increase not to exceed \$20,000 of the total amount based on the final Caltrans Independent Office of Audits and Investigations (IOAI) and Commission’s pre-award audit results;
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission;
- 4) Authorize the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as may be required for the Project; and
- 5) Forward to the Commission for final action.

**BACKGROUND INFORMATION:**

In 2019, the Commission completed the Next Generation Toll Feasibility Study which analyzed and identified freeway corridors best suited for express lane implementation. At its January 2019 workshop, the Commission authorized staff to complete the first step of project development, a Project Initiation Document (PID), for the following freeway corridors: 91 Downtown Riverside Express Lanes; 60 Jurupa-Riverside Express Lanes; and 60/215 Riverside-Moreno Valley Express Lanes. See Figure 1.



Figure 1: Project Location Map

As required by the California Government Code, all projects that are on the State Highway System or are state-funded, must have a PID approved by the California Department of Transportation (Caltrans) to be programmed for funding.

The purpose of the PID process is to:

- Define the purpose and need for the project;
- Identify feasible alternatives for the next phase;
- Collect and analyze existing information;
- Identify stakeholders for development of the project;
- Scope proposed studies and activities for project development;
- Estimate the project cost and schedule; and
- Approve the PID to program the projects and proceed to the next phase of project development

The NGELP would analyze and develop a network level PID for the following three corridors in Riverside County:

1. 91 Downtown Riverside: SR-91 from I-15 to SR-91/I-215/SR-60 interchange
2. 60 Jurupa-Riverside: SR-60 from I-15 to SR-91/I-215/SR-60 interchange
3. 60/215 Riverside-Moreno Valley: I-215/SR-60 from SR-91/I-215/SR-60 interchange to SR-60/Theodore Avenue interchange and to I-215/Van Buren interchange

Services for the PID document will be funded with State Transportation Improvement Program-Planning, Programming, and Monitoring (STIP-PPM) and Local Transportation Fund (LTF) planning funds.

The NGELP's PID phase is anticipated to begin in July 2019 with planning studies. It is anticipated the PID project will have a duration of approximately 1 year with completion in the summer of 2020.

**Procurement Process:**

Pursuant to Government Code 4525 et seq, the selection of an 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 these services. Evaluation criteria included elements such as qualifications of firm, qualifications of personnel, project understanding and approach, and the ability to respond to the requirements set forth under the terms of a request for qualifications (RFQ).

RFQ No. 19-31-058-00 for the completion of the PID for the NGELP was released on February 21, 2019. A public notice was advertised in the *Press Enterprise*, and the RFQ was posted on the Commission's website. Through PlanetBids, 104 firms downloaded the RFQ, 13 of these firms are located in Riverside County. A pre-proposal conference was held on March 6, and attended by 19 firms. Staff responded to all questions submitted by potential proposers prior to the March 14 clarification deadline date. Four firms – Kimley-Horn and Associates, Inc. (Riverside); Parson Transportation Group Inc. (Ontario); WSP (San Bernardino); and HNTB Corporation (Ontario) – submitted responsive and responsible statements of qualifications (SOQ) prior to the 2:00 p.m. submittal deadline on April 10. Based on the evaluation criteria set forth in the RFQ, the firms were evaluated and scored by an evaluation committee comprised of Commission, Bechtel, and Caltrans staff.

Based on the evaluation committee's assessment of the written SOQs and pursuant to the terms of the RFQ, the evaluation committee shortlisted and invited all four firms to the interview phase of the evaluation and selection process. Interviews were conducted on May 9, 2019.

After final scoring of the interviews, the evaluation committee combined the shortlisted firms' SOQ and interview scores to develop the final ranking. Accordingly, the evaluation committee recommends contract award to WSP to provide preliminary engineering and environmental analysis services for the NGELP, as it earned the highest total evaluation score.

Subsequently, staff negotiated the scope (including the appropriate level of effort, labor categories/mix, etc.), cost, and schedule proposal received from WSP for the project services and established a fair and reasonable price. As part of the procurement process for state-funded architectural and engineering services, WSP and its subconsultants' proposed indirect cost rates are subject to audit by Caltrans' IOAI. The proposed cost is \$1,095,721 and may change slightly as a result of the IOAI audit. In addition, staff is conducting an independent pre-award audit of

the cost proposal to ensure cost elements such as direct labor, other direct costs, and fixed fee associated with the work are allowable, reasonable, and allocable. The proposed cost is expected to be finalized prior to Commission approval in July; however, if not finalized, staff recommends that the Commission authorize the Chair or Executive Director to approve an increase of the total contract amount not to exceed \$20,000 as a result of the indirect cost rate audits.

**Recommendation**

Staff recommends award of Agreement No. 19-31-058-00 to WSP to perform engineering and environmental analysis for the NGELP, based on the final scope and cost, in the amount of \$996,110, plus contingency amount of \$99,611, for a total amount not to exceed \$1,095,721. The Commission’s model professional services agreement will be entered into with WSP, subject to any changes approved by the Executive Director and pursuant to legal counsel review. Further, staff recommends authorization for the Chair or Executive Director to execute the agreement on behalf of the Commission and for the Executive Director or designee to approve contingency work up to the total not to exceed amount as required for the project.

| Financial Information       |   |       |                          |                    |                          |
|-----------------------------|---|-------|--------------------------|--------------------|--------------------------|
| In Fiscal Year Budget:      | Yes<br>N/A  | Year: | FY 2019/20<br>FY 2020/21 | Amount:            | \$ 950,000<br>\$ 145,721 |
| Source of Funds:            | LTF planning and STIP-PPM   |       |                          | Budget Adjustment: | No<br>N/A                |
| GL/Project Accounting No.:  | 003047 81101 00000 0000 262 31 81101 - \$ 365,240<br>003048 81101 00000 0000 262 31 81101 - \$ 365,240<br>003049 81101 00000 0000 262 31 81101 - \$ 365,241 |       |                          |                    |                          |
| Fiscal Procedures Approved: | <i>Theresa Trevino</i>  |       |                          | Date:              | 06/13/2019               |

Attachment: Draft Agreement No. 19-31-058-00

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

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
AGREEMENT WITH  
WSP USA, INC.  
FOR  
PLANNING AND PRELIMINARY ENGINEERING SERVICES  
TO COMPLETE THE PROJECT INITIATION DOCUMENT  
FOR THE  
NEXT GENERATION EXPRESS LANES PROJECT**

**Parties and Date.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and WSP USA, INC. ("Consultant"), a **[INSERT TYPE OF LEGAL ENTITY]**. 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: STIP/LTF.
- 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 planning and preliminary engineering 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 Next Generation Express Lanes 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 planning and preliminary engineering services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

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

3. Pre-Award Audit. As a result of the 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 December 31, 2020, 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 Victor Martinez 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: Vikrant Sanghai, Project Manager; Don Hubbard, Planning Lead; Srikanth Koneru, Engineering Lead; James Santos, Environmental Lead; Brandon Reyes, Engineering Lead.

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 \$85,957.75. 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 \$996,110.

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:

WSP USA, INC.  
826 E. Hospitality Lane, Suite 350  
San Bernardino, CA 92408  
Attn: Victor Martinez

COMMISSION:

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

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

40. Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.
41. Amendment or Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
42. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.
43. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
44. Provisions Applicable When 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><b>RIVERSIDE COUNTY<br/>TRANSPORTATION COMMISSION</b></p> <p>By: _____<br/>Chair</p> <p><i>Approved as to Form:</i></p> <p>By: _____<br/>Best, Best &amp; Krieger LLP<br/>General Counsel</p> | <p><b>WSP USA, INC.</b></p> <p>By: _____<br/>Signature</p> <p>_____ Name</p> <p>_____ Title</p> <p><b>ATTEST:</b></p> <p>By: _____</p> <p>Its: _____</p> |
|--|--|

\* 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]**

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## **EXHIBIT "A"**

### **SCOPE OF WORK**

#### **1. Background**

The Scope of Work includes:

1. Development through approval of a PID completed to Caltrans/FHWA standards for the proposed project allowing for the projects to be programmed and to proceed with the Project Approval/Environmental Document phase. The type of PID document to be completed for this Project is a Project Study - Report/Project Development Study (PSR/PDS) and will be referenced throughout this scope of work.
2. Develop a single PSR/PDS document for the express lanes network with all express lanes corridors named in the project description to be delivered within the next 20 years.

Final alternatives for the project have not been developed, however, for the purpose of this scope of work only, CONSULTANT assumes that three (3) viable alternatives for the express lanes corridors will be developed as a network for the scope identified below. Additionally, other alternatives may be included for initial alternatives screening process as described in task 3.3 – Develop Alternatives. However, the scope of work described herein, is based on the three (3) viable alternatives described below to be included in the final PSR-PDS.

#### **Alternative 1: No Build**

#### **Alternative 2:**

Within the limits of each corridor, construct 1 express lane in each direction through conversion of an existing HOV lane or addition of 1 express lane in the median.

#### **Alternative 3:**

- 60 Jurupa-Riverside: SR-60 from I-15 to SR-91/I-215/SR-60 interchange; construct 2 express lanes in each direction by converting existing HOV lane to 1 express lane and adding a new express lane.
- 215/60 Riverside-Moreno Valley: I-215/SR 60 from SR-91/I-215/SR-60 interchange to SR 60/215 East Junction; construct 2 express lanes in each direction by converting HOV lane to express lane and adding a new express lane in the median; SR60/215 East Junction to SR-60/Gilman Springs Road Interchange construct 1 express lane by converting existing HOV to 1 express lane; SR60/I215 East Junction to I215/Van Buren Blvd interchange; construct 1 express lane by adding a new express lane in the median.

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- 91 Downtown Riverside: SR-91 from I-15 to SR-91/I-215/SR-60 interchange; construct 1 express lane in each direction by converting existing HOV lane to 1 express lane.

## **2. Data Collection**

The project will involve the review, assimilation and validation of existing data from previous Next Generation Toll Feasibility Study and the generation of new data. Existing data in pdf format consists of engineering layouts, cost estimates, and RCTC workshop materials which are included in Exhibit C. Native files of the engineering layouts, cost estimates, and traffic data from the feasibility study will be provided to the CONSULTANT. RCTC expects that the CONSULTANT will make the best use of existing data to minimize waste and duplication of work efforts. CONSULTANT shall provide a recommendation to RCTC regarding the use of existing data and if additional data collection beyond the scope of this work is required.

## **3. Work Activities**

The overall action plan will be to obtain Caltrans approval of the PID. CONSULTANT is expected to prepare all reports, studies and plans to meet all requirements of Caltrans. RCTC staff will provide overall project coordination and handle administrative and policy matters.

Project management will be conducted for the duration of the PID effort. Work activities are described in the following sections. Scope for public outreach activities, such as conducting scoping meeting and public outreach events is excluded from this scope of work, except as noted in task 3.9.

### **3.1. Data Collection and Define Transportation Deficiency**

Data collection, field investigations, and interviews in support of the PSR-PDS shall be conducted. The data is to include but is not limited to regional and Caltrans program objectives, traffic data, planned or in progress adjacent projects, planned or existing utilities, transportation concept report (TCR) or route concept report (RCR), district system management plan (DSMP), regional transportation plan (RTP), congestion management program (CMP), 2015 Ten-Year State Highway Operation and Protection Program Plan (SHOPP Plan), State Implementation Plan (SIP), and local plans.

The data collected shall be analyzed to identify transportation deficiencies. RCTC's concurrence is required for the transportation deficiencies that will be addressed in the build alternatives.

### **3.2. Develop Project Purpose and Need**

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The project purpose-and-need statement shall be developed based on transportation deficiencies developed through the evaluation of existing and future traffic conditions, current/future planning documents, and future population growth. The purpose and need should focus on supporting the implementation of express lanes and development of these corridors individually to help support an overall express lane network. As part of this activity, will be development of documentation to support a single PSR- PDS to deliver the PID phase of the three express lane corridors.

### **3.3. Develop Alternatives**

Two (2) build alternatives and one (1) no build alternative described in Section 1 are to be developed for inclusion in the PSR-PDS. The alternatives will address the established purpose-and-need and the transportation deficiencies developed in consultation with the PDT. This task includes alternatives screening and development of documentation to justify only two (2) viable build alternatives for the PID phase. This scope of work assumes other alternatives to be included for preliminary alternatives screening. A technical memorandum or white paper will be completed for the preliminary alternatives screening. To the extent feasible, CONSULTANT shall use available data and refine the geometry design, as needed, by using the Next Generation Toll Feasibility Study for incorporation into the PID. Although the corridors are part of a network, delivery of the corridors may occur separately during the 20-year planning duration. CONSULTANT will propose the sequence and years of delivery for each corridor to be considered and approved by RCTC. CONSULTANT shall prepare conceptual typical cross sections and schematic line drawings on 11" x 17" sheets (at 1" = 1000' scale) to represent the proposed improvements for the study alternatives. Preparation of plan sheets with topographic background, including obtaining new topographic mapping, is excluded from the scope of this work.

### **3.4. Initial Engineering Analysis**

Initial engineering analysis shall be performed to establish a reasonable study area for alternatives. The engineering analysis is to include but not be limited to structures, storm water, materials, landscaping, permits, local and regional input, right-of-way, preliminary pavement life cycle cost analysis memo, compliance with design standards (and listing of potential design exceptions), traffic operations, toll operations, and alternative transportation modes already in place (such as: mass transit, rail, and bicycle and pedestrian facilities). The analyses will consider that all projects will be completed within 20 years. This scope of work assumes assessment of right of way costs for up to 100 properties.

### **3.5. Traffic Engineering Performance Assessment**

The Traffic Engineering Performance Assessment for the PSR-PDS will be limited to the assessment of readily available information and data, and macro-level analysis



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and evaluation. As necessary, traffic forecast data should be provided to show the existing and future traffic conditions without the projects. This effort will produce the potential scope and magnitude of traffic engineering work (traffic forecasting, modeling analysis, and evaluation) to be performed during the PA/ED phase. Also, include proposed scope for managed lanes traffic and safety analysis necessary to do during PA/ED to meet Caltrans Traffic Operations Directive 11-02. The assessment will also include the approach to meet SB 743 for VMT analyses requirements. The completion of transportation planning scoping information sheet will be part of this activity.

### **3.6. Initial Environmental Analysis**

A preliminary environmental analysis report (PEAR) shall be developed and include discussion on but not limited to environmental resources, potential project issues or impacts, studies that are needed to complete an environmental evaluation, recommended environmental determination/ document and a tentative schedule for its completion, initial site assessment (ISA) checklist for hazardous waste, and identification of required or anticipated permits or approvals. The analyses will consider that all projects will be completed within 20 years. A single PEAR document will be developed for all three Express Lanes projects, and a separate PEAR checklist shall be prepared for each project. Due to the high-level approach proposed for the PID, a general discussion will be provided in the PEAR and/or a brief statement for each affected resource. Record searches will be conducted for biological and cultural resources for each Express Lane Project (total of three segments) and results of the record searches will be briefly discussed in the PEAR.

### **3.7. Develop Cost Estimates**

A project cost estimate is to be developed for each alternative. Build alternative cost estimates from prior project studies are to be verified and utilized as a baseline for use for the PSR-PDS cost estimates for each build alternative. The cost estimates are to include support cost that will be provided by RCTC. Cost estimates will be escalated to year of expenditure.

### **3.8. Risk Register**

A risk assessment of the project conducting a PSR-PDS in lieu of a PSR is to be performed utilizing feedback from the PDT. The resulting risk register will be developed to identify, classify, and quantify the risk impacts to the scope, cost and schedule of the project.

### **3.9. Scoping for Public Outreach**

Within the PSR-PDS, discuss the type of stakeholder involvement that has been completed to date, if applicable. Identify the stakeholders and organizations that would be involved during the PA/ED effort and potential concerns/objectives from

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each group. Identify the context-sensitive-solutions approach for public that will be used to obtain stakeholder involvement in the identification and evaluation of alternatives during the PA/ED phase for each corridor.

### **3.10. Develop PSR-PDS**

A PSR-PDS report is to be developed for the express lanes network using Caltrans guidelines. The PSR-PDS reports are to be distributed to the PDT and others identified for review and comment. The PSR-PDS review comments are to be consolidated into a comment log for each corridor that documents resolution. Final submittal of the corridor PSR-PDS reports are to be submitted to RCTC and Caltrans with the objective to obtain approval. This task assumes 3 review cycles with Caltrans.

### **3.11. Project Management**

Project management and administration shall include the coordination and supervision of project staff to facilitate the performance of the work in accordance with the scope of work and RCTC requirements. The project management effort is to include but not be limited to the coordination/preparation/documentation of project meetings, development/ maintenance of the project schedule, preparation of project management plan, preparation of monthly invoicing, maintenance of project records, development/and administration of quality control plan, and coordination of submittals and final deliverables.

The Project Development Team (PDT) shall include the Caltrans project manager, representatives from relevant Caltrans functional units, RCTC, and members of the CONSULTANT. Representatives from local and regional agencies can be added on an as needed basis.

### **3.12. Optional Task: Miscellaneous Planning Level Studies**

This activity includes additional alternatives screening, engineering, traffic, planning, and other technical work tasks and studies that may be necessary and in addition to the scope of the PSR-PDS scope to further evaluate next generation express lanes project alternatives. RCTC will provide a specific scope, authorize additional budget, and issue a separate notice to proceed (NTP) if this task is warranted.

## **4. Deliverables**

The majority of the CONSULTANT work in this phase will include data gathering and analyses necessary for completion of the PID phase. The scope of work assumes that for all documents/deliverables required for PSR-PDS approval, and as described in this scope of work, two (2) reviews will be conducted by Caltrans. CONSULTANT assumes that three (3) viable alternatives for the express lanes corridors will be developed as a network for the deliverables described below.

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Specific documents that will be required as draft and final during PID phase include the following:

- One (1) Kick-off Meeting with RCTC within one week of notice to proceed
- One (1) Pre-PID Meeting with Project Development Team within 2 weeks of receiving notice to proceed.
- Twelve (12) Project Development Team Meetings
- Up to four (4) Focus Meetings to aid in gathering information or developing analyses for the PSR/PDS
- Baseline PSR/PDS Project Schedule and Monthly Updates
- Monthly Invoicing and Project Reporting
- Records Management establish and maintain a web accessible records management system. Provide project files electronically at the close-out of the project.
- Development and administration of an approved Quality Management Plan
- Form Project Development Team
- Provide data collected for the preparation of the PSR-PDS to RCTC
- Define transportation deficiencies
- Obtain RCTC consensus on transportation deficiencies that will be addressed in build alternatives
- Develop purpose-and-need statement.
- Prepare an alternatives screening technical memorandum or white paper to document the alternatives considered but eliminated from the PSR-PDS evaluation.
- Develop one (1) no build alternative and two (2) build alternatives for the corridors as a network
- Perform engineering analysis
- Develop one (1) Preliminary Environmental Analysis Report.
- Develop cost estimates for each build alternative
- Develop preliminary PA&ED delivery schedule
- Develop one (1) risk register
- Develop a single draft PSR-PDS report along with all the required attachments and scoping documents/checklists as required by Caltrans PDPM Appendix S, for the three (3) corridors
- Distribute up to twenty (20) copies of draft PSR-PDS reports for comment
- Document comments and resolution for PSR-PDS reports in a comment log
- Obtain Caltrans approval of PSR-PDS report
- Distribute up to twenty (20) copies of final PSR-PDS
- Up to 20 copies of draft and final miscellaneous planning level studies

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## Assumptions

- It is assumed that a full pavement Life Cycle Cost Analysis (LCCA) will not be developed as part of this scope and will be completed in subsequent phases.

## 5. Project Delivery Milestones

RCTC has established the following tentative milestones for the project:

- Notice to Proceed
- Kick-off Meeting
- Initial PDT Meeting
- Data Collection
- Engineering and Environmental Studies
- Produce Draft and Final PSR-PDS
- Obtain Caltrans approval of Final PSR-PDS
- Miscellaneous Planning Level Studies

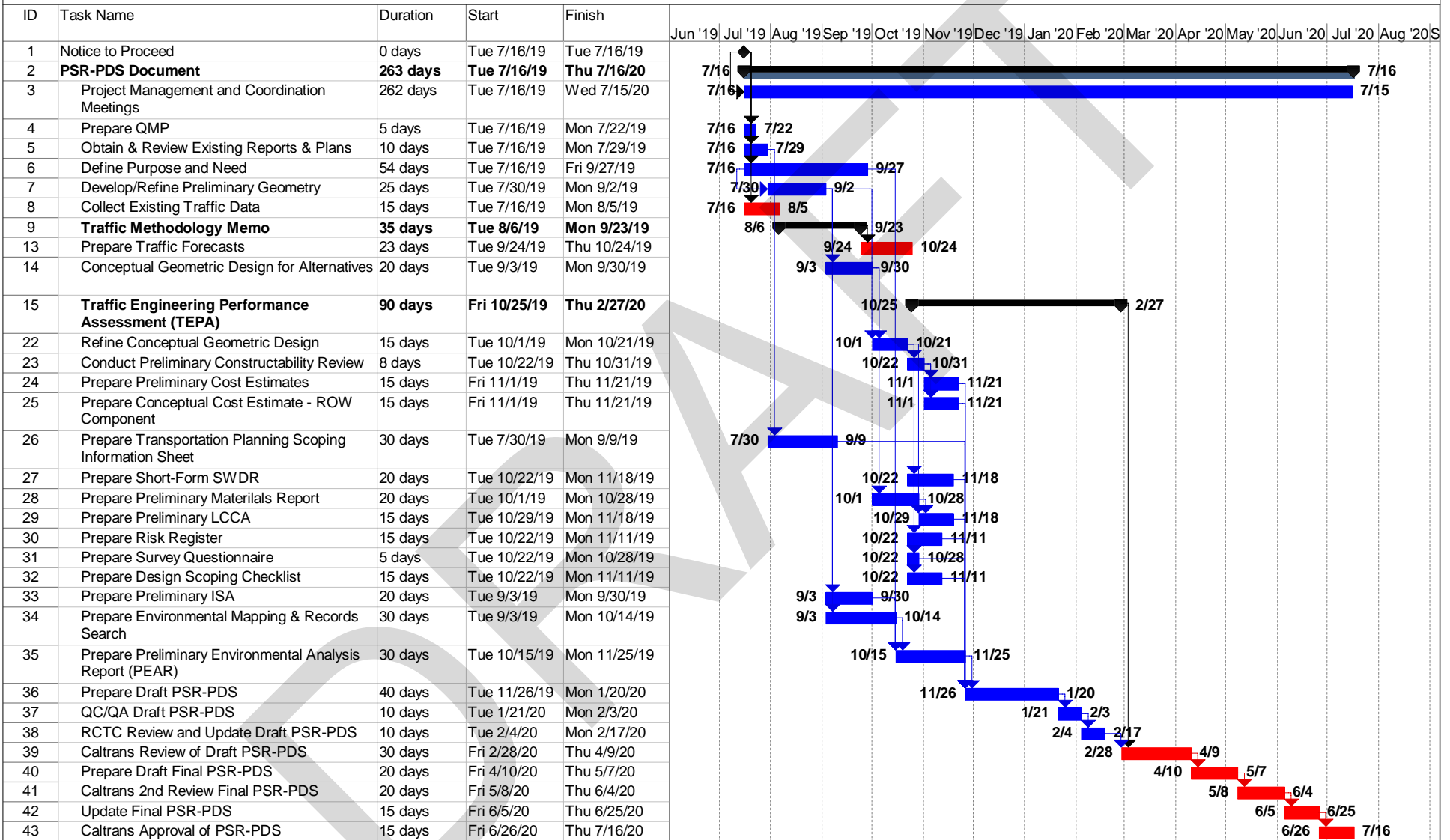
Optional Task: Miscellaneous Planning Level Studies described in Section 3.12 will be issued under a separate NTP and will be at the discretion of the RCTC project manager. The timeline of the deliverables associated with this task will be determined at NTP and will be within the overall contract duration.

**EXHIBIT “B”**

**SCHEDULE OF SERVICES**

**[attached behind this page]**

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

**[attached behind this page]**

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EXHIBIT "C"

COMPENSATION SUMMARY SHEET

| FIRM                              | PROJECT TASK/ROLE  | COST                 |
|-----------------------------------|--|----------------------|
| <b>Prime Consultant</b>           |  |                      |
| WSP USA Inc.                      | Project Management/Engineering/PSR-PDS Preparation/Tolling | \$ 651,153.92        |
| <b>Subconsultants</b>             |  |                      |
| Epic Land Solutions               | Right of Way   | \$ 27,389.93         |
| ESA, Inc.                         | Environmental  | \$ 130,759.68        |
| Michael Baker International, Inc. | Engineering  | \$137,585.92         |
| <b>SUBTOTAL</b>                   |  | <b>\$ 946,889.45</b> |
| <b>OTHER DIRECT COSTS</b>         |  | <b>\$ 49,220.30</b>  |
| <b>TOTAL COST PROPOSAL</b>        |  | <b>\$996,109.75</b>  |

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**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.

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# **AGENDA ITEM 11**



| <b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</b> |  |
|---|--|
| <b>DATE:</b>                                      | June 24, 2019  |
| <b>TO:</b>  | Western Riverside County Programs and Projects Committee   |
| <b>FROM:</b>                                      | Bryce Johnston, Capital Projects Manager   |
| <b>THROUGH:</b>                                   | Marlin Feenstra, Project Delivery Director   |
| <b>SUBJECT:</b>                                   | Award of Construction Agreement with Riverside Construction for the Mid County Parkway Mitigation Site |

**STAFF RECOMMENDATION:**

This item is for the Committee to:

- 1) Award Agreement No. 19-31-086-00 to Riverside Construction, as the lowest responsive, responsible bidder, for the construction of the Mid County Parkway (MCP) Mitigation Project (Project) in the amount of \$1,782,653, plus a contingency amount of \$267,398, for a total amount not to exceed \$2,050,051;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission;
- 3) Authorize the Executive Director or designee to approve contingency work pursuant to the agreement terms up to the total not to exceed amount; and
- 4) Forward to the Commission for final action.

**BACKGROUND INFORMATION:**

The MCP project has been under development by the Commission since 2002. The purpose of the MCP project is to provide a transportation facility that would effectively and efficiently accommodate 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 mitigation for the impacts of the MCP project on biological resources includes acquisition of habitat to satisfy requirements of the Western Riverside County Multi-Species Habitat Conservation Plan (MSHCP). In addition, mitigation for impacts of the project on waters of the United States is required in the form of wetland resources.

In December 2015, the Commission purchased 154.3 acres of land (referred to as the MCP Mitigation Site), 130 acres of which satisfied 93 percent of the MSHCP habitat requirements for the entire MCP project. At the same time, a search for the required wetland resources for impacts to waters of the U.S. was undertaken which revealed that suitable land is unavailable or would require infeasible restoration efforts.

Therefore, to meet this obligation, it is proposed to create 10.26 acres of wetlands resources by grading a portion of the MCP Mitigation Site acquired by the Commission to enhance and expand the 10-year floodplain of the San Jacinto River and planting with the required types of vegetation to meet the required mitigation acres (Figure 1).

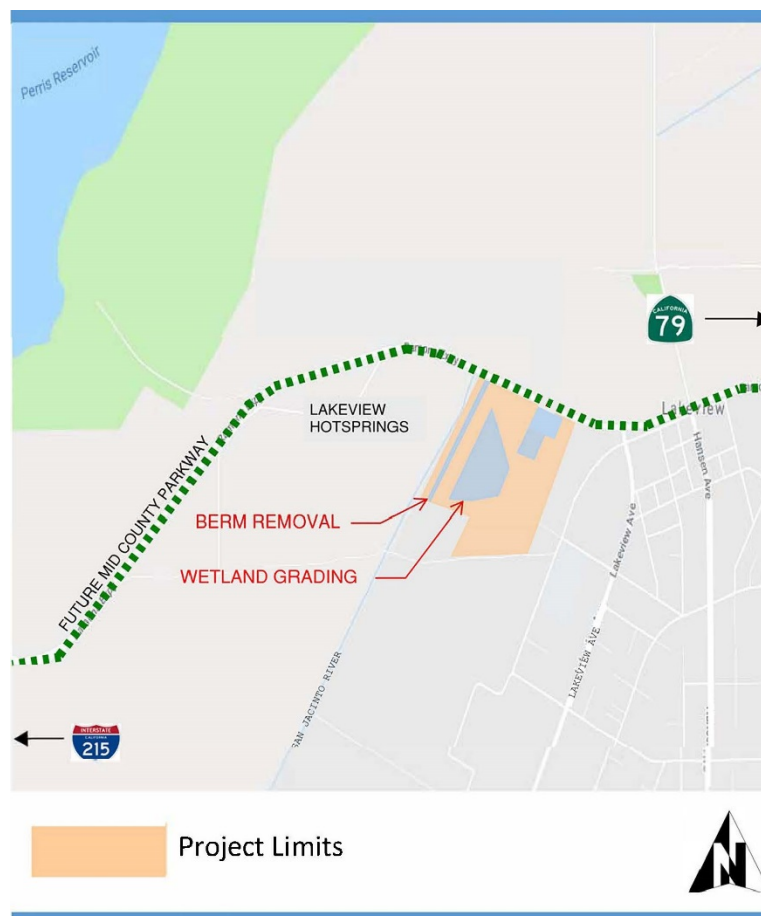


Figure 1: Project Location Map

## Procurement Process

On May 16, 2019, the Commission advertised Invitation for Bids (IFB) No. 19-31-086-00 for construction of the Project. A public notice was advertised in the *Press Enterprise*, and the complete IFB, including all contract documents, was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Emails were sent to vendors registered in the Commission's PlanetBids database that fit the IFB qualifications. A pre-bid conference was held at the Commission's office on May 23, and on June 6, 4 bids were received and publicly opened. A summary of the public bid opening amounts is shown in Table A and Attachment 1.

**TABLE A**

|   | <b>Mid County Parkway Mitigation Project</b> | <b>Bid Summary</b> |
|---|--|--------------------|
|   | Firm<br>(In order from low bid to high bid)  | Bid Amount         |
|   | Engineer's Estimate                          | \$3,294,088        |
| 1 | Riverside Construction                       | \$1,782,653        |
| 2 | Granite Construction                         | \$1,789,871        |
| 3 | Ames Construction                            | \$1,830,965        |
| 4 | SoCal Grading                                | \$1,868,832.88     |

The basis for award of a public works contract is the lowest responsive and responsible bidder as defined by the Commission's procurement policy and state law.

The difference between the low and high bids received was \$86,180. The four bids received are very close to each other in value; this is an indication that the bids received are an accurate reflection of the cost of the Project and are a result of a relatively simple project with minimal uncertainty and risk associated with the work. The difference between the low bid and the engineer's estimate is \$1,511,435 with the Engineer's estimate being higher than all the bids received. Staff, along with the design engineer and the construction management team, analyzed the 4 bids received to determine why the bids were significantly lower than the engineer's estimate (Attachments 2 and 3). The reason is due to the fact that the Engineer's estimate is based on the latest Caltrans construction cost data. However, the construction of the Project will not involve Caltrans oversight; therefore, no issues or concerns arise due to the lower than anticipated cost.

After analyzing the bids received, staff concluded that the Riverside Construction bid, in the amount of \$1,782,653, is the lowest responsive and responsible bid received for the Project.

Typically, the contingency added to a construction contract is about 10 percent; however, due to the small size of this contract staff is recommending a contingency amount of 15 percent of the total Project amount, or \$267,398. Staff worked to minimize risks by clearly defining scope and ensuring the plan set is complete and thoroughly reviewed for constructability; however, if



complications arise and the contingency is not adequate, such contractual budget issues may delay the Project and prevent work from being completed in a timely manner. Furthermore, smaller construction contracts such as this one often require a contingency greater than 10 percent because of changes common to many projects, such as grading excavations or overhead charges.

Staff recommends award of Agreement No. 19-31-086-00 for the construction of the Project to Riverside Construction in the amount of \$1,782,653, plus a contingency amount of \$267,398 to fund potential change orders and supplemental work, for a total amount not to exceed of \$2,050,051. Further, authorization is requested for the Chair or Executive Director to execute the draft agreement (Attachment 4), pursuant to legal counsel review, on behalf of the Commission and for the Executive Director or designee to approve contingency work up to the total not to exceed amount as required for the Project.

| Financial Information       |  |       |                          |           |                            |
|-----------------------------|--|-------|--------------------------|-----------|----------------------------|
| In Fiscal Year Budget:      | Yes<br>N/A   | Year: | FY 2019/20<br>FY 2020/21 | Amount:   | \$ 1,650,051<br>\$ 400,000 |
| Source of Funds:            | Transportation Uniform Mitigation<br>Fee-Community Environmental<br>Transportation Acceptability Process<br>and 2009 Measure A Western County<br>New Corridors funds |       | Budget Adjustment:       | No<br>N/A |                            |
| GL/Project Accounting No.:  | 002320 81301 00000 0000 261 31 81101   |       |                          |           |                            |
| Fiscal Procedures Approved: | <i>Sherida Trevino</i>   |       |                          | Date:     | 06/17/2019                 |

Attachments:

- 1) RCTC Bid Opening Results Summary
- 2) Engineer's Estimate, Bidder's Pricing & Analysis
- 3) RCTC Construction Contract Bid Analysis Report
- 4) Draft Agreement No. 19-31-086-00

# Attachment 1

## RCTC BID OPENING RESULTS SUMMARY

### Mid County Parkway Mitigation Site

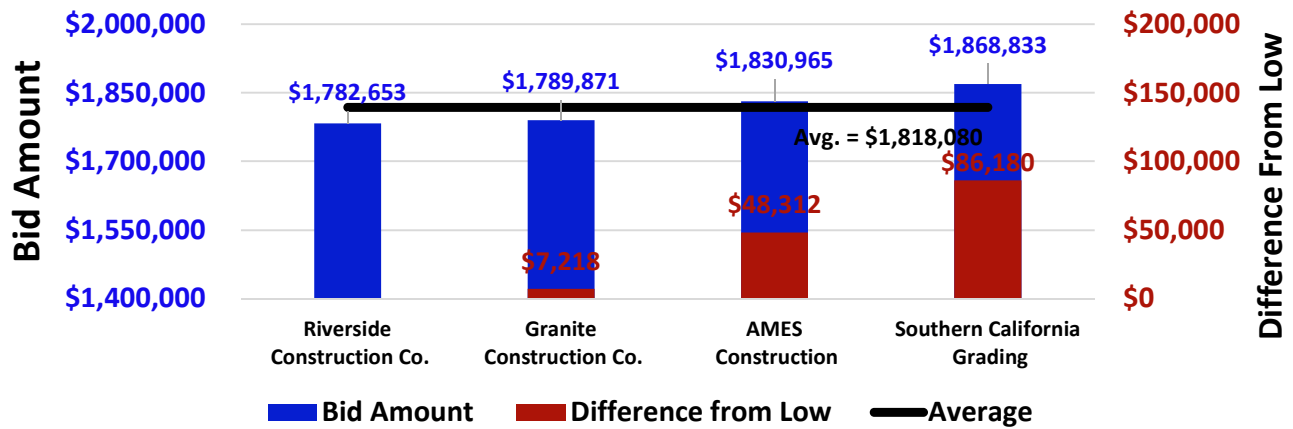
### RCTC Agreement 19-31-086-00

#### SWEENEY BID RESULTS - 6 JUN 19

SS 1913182

| Rank | Firm                        | Amount          | Diff from Low | %    | Diff from Avg |
|------|-----------------------------|-----------------|---------------|------|---------------|
| 1    | Riverside Construction Co.  | \$ 1,782,653.00 |               |      | -1.9%         |
| 2    | Granite Construction Co.    | \$ 1,789,870.50 | \$ 7,217.50   | 0.4% | -1.6%         |
| 3    | AMES Construction           | \$ 1,830,965.00 | \$ 48,312.00  | 2.7% | 0.7%          |
| 4    | Southern California Grading | \$ 1,868,832.88 | \$ 86,179.88  | 4.8% | 2.8%          |
|      | Average                     | \$ 1,818,080.35 | \$ 35,427.35  | 2.0% |               |
|      | Spread                      | \$ 86,179.88    |               |      | 4.7%          |

#### Bid Comparison - MCP Mitigation Site







## ATTACHMENT 2

| ENGINEER'S ESTIMATE, BIDDERS' PRICING & ANALYSIS |            |            |  |                 |             |                                |                  | AVERAGES     |              |                 |                | VARIANCE TO AVERAGES (excl. lowest & highest bidders only if outliers) |              |               |                          |              |               |                   |             |               |                             |              |               |
|--|------------|------------|--|-----------------|-------------|--------------------------------|------------------|--------------|--------------|-----------------|----------------|--|--------------|---------------|--------------------------|--------------|---------------|-------------------|-------------|---------------|-----------------------------|--------------|---------------|
| MCP Mitigation Site                              |            |            |  |                 |             |                                |                  | AVERAGES     |              |                 |                | LOW BIDDER   |              |               | SECOND BIDDER            |              |               | THIRD BIDDER      |             |               | FOURTH BIDDER               |              |               |
| Engineer's Cost Estimate May 2019                |            |            |  |                 |             |                                |                  |              |              |                 |                | Riverside Construction Co.   |              |               | Granite Construction Co. |              |               | AMES Construction |             |               | Southern California Grading |              |               |
| SS 1913182 Bid Opening Date: 06 June 2019        |            |            |  |                 |             |                                |                  |              |              |                 |                |  |              |               |                          |              |               |                   |             |               |                             |              |               |
| ITEM NUM   | FPQ Bridge | ITEM CODE  | ITEM DESCRIPTION                                   | UNIT OF MEASURE | BID QTY (A) | ENGINEER'S ESTIMATED PRICE (B) | AMOUNT (C=A x B) | PRICE        | AMOUNT       | % of Avg. Total | % VAR ENGR EST | PRICE  | AMOUNT       | % VAR TO AVG. | PRICE                    | AMOUNT       | % VAR TO AVG. | PRICE             | AMOUNT      | % VAR TO AVG. | PRICE                       | AMOUNT       | % VAR TO AVG. |
| 1  |            | 080050 (F) | Progress Schedule (Critical Path Method)           | LS              | 1           | \$ 2,000.00                    | \$ 2,000         | 3,925.00     | \$ 3,925     | 0.2%            | 96%            | 1,075.00   | \$ 1,075     | 27%           | 2,575.00                 | \$ 2,575     | 66%           | (2,725.00)        | \$ (2,725)  | -69%          | (925.00)                    | \$ (925)     | -24%          |
| 2  |            | 100100 (F) | Develop Water Supply                               | LS              | 1           | \$ 10,000.00                   | \$ 10,000        | 49,431.00    | \$ 49,431    | 2.7%            | 394%           | 569.00   | \$ 569       | 1%            | 5,293.00                 | \$ 5,293     | 11%           | 10,569.00         | \$ 10,569   | 21%           | (16,431.00)                 | \$ (16,431)  | -33%          |
| 3  |            | 120090 (F) | Construction Area Signs                            | LS              | 1           | \$ 3,000.00                    | \$ 3,000         | 10,500.00    | \$ 10,500    | 0.6%            | 250%           | (5,500.00)   | \$ (5,500)   | -52%          | 11,500.00                | \$ 11,500    | 110%          | (500.00)          | \$ (500)    | -5%           | (5,500.00)                  | \$ (5,500)   | -52%          |
| 4  |            | 130100 (F) | Job Site Management                                | LS              | 1           | \$ 10,000.00                   | \$ 10,000        | 43,400.00    | \$ 43,400    | 2.4%            | 334%           | (3,400.00)   | \$ (3,400)   | -8%           | (39,800.00)              | \$ (39,800)  | -92%          | (13,400.00)       | \$ (13,400) | -31%          | 56,600.00                   | \$ 56,600    | 130%          |
| 5  |            | 130300 (F) | Prepare Storm Water Pollution Prevention Plan      | LS              | 1           | \$ 10,000.00                   | \$ 10,000        | 4,875.00     | \$ 4,875     | 0.3%            | -51%           | (1,375.00)   | \$ (1,375)   | -28%          | (2,875.00)               | \$ (2,875)   | -59%          | (2,875.00)        | \$ (2,875)  | -59%          | 7,125.00                    | \$ 7,125     | 146%          |
| 6  |            | 130330 (F) | Storm Water Annual Report                          | LS              | 1           | \$ 3,000.00                    | \$ 3,000         | 1,312.50     | \$ 1,313     | 0.1%            | -56%           | (562.50)   | \$ (563)     | -43%          | 1,187.50                 | \$ 1,188     | 90%           | (812.50)          | \$ (813)    | -62%          | 187.50                      | \$ 188       | 14%           |
| 7  |            | 160101 (F) | Clearing and Grubbing                              | LS              | 1           | \$ 50,000.00                   | \$ 50,000        | 84,750.00    | \$ 84,750    | 4.7%            | 70%            | 5,250.00   | \$ 5,250     | 6%            | (30,750.00)              | \$ (30,750)  | -36%          | 35,250.00         | \$ 35,250   | 42%           | (9,750.00)                  | \$ (9,750)   | -12%          |
| 8  |            | 150606     | Remove Fence (Type BW)                             | LF              | 1,806       | \$ 4.00                        | \$ 7,224         | 4.10         | \$ 7,405     | 0.4%            | 3%             | (0.10)   | \$ (181)     | -2%           | (2.10)                   | \$ (3,793)   | -51%          | 2.90              | \$ 5,237    | 71%           | (0.70)                      | \$ (1,264)   | -17%          |
| 9  |            | 190101 (F) | Earthwork (Farmer's Berm Removal)                  | CY              | 9,526       | \$ 18.00                       | \$ 171,468       | 5.93         | \$ 56,442    | 3.1%            | -67%           | 1.58   | \$ 15,003    | 27%           | (0.73)                   | \$ (6,906)   | -12%          | (0.63)            | \$ (5,954)  | -11%          | (0.23)                      | \$ (2,143)   | -4%           |
| 10   |            | 190101 (F) | Earthwork (Stockpile Removal)                      | CY              | 48,964      | \$ 18.00                       | \$ 881,352       | 4.25         | \$ 208,097   | 11.4%           | -76%           | 1.25   | \$ 61,205    | 29%           | 0.45                     | \$ 22,034    | 11%           | (0.75)            | \$ (36,723) | -18%          | (0.95)                      | \$ (46,516)  | -22%          |
| 11   |            | 210350     | Fiber Rolls  | LF              | 5,009       | \$ 4.00                        | \$ 20,036        | 3.73         | \$ 18,659    | 1.0%            | -7%            | (0.73)   | \$ (3,632)   | -19%          | 2.58                     | \$ 12,898    | 69%           | (0.73)            | \$ (3,632)  | -19%          | (1.13)                      | \$ (5,635)   | -30%          |
| 12   |            | (F)        | Wetlands grading (new basin)                       | CY              | 61,714      | \$ 18.00                       | \$ 1,110,852     | 8.24         | \$ 508,678   | 28.0%           | -54%           | (2.24)   | \$ (138,394) | -27%          | (2.39)                   | \$ (147,651) | -29%          | 0.26              | \$ 15,891   | 3%            | 4.38                        | \$ 270,153   | 53%           |
| 13   |            | (F)        | New berm   | CY              | 862         | \$ 10.00                       | \$ 8,620         | 15.50        | \$ 13,361    | 0.7%            | 55%            | 4.50   | \$ 3,879     | 29%           | 3.50                     | \$ 3,017     | 23%           | (12.50)           | \$ (10,775) | -81%          | 4.50                        | \$ 3,879     | 29%           |
| 14   |            | (F)        | EMWD turn-around (scarification and compaction)    | LS              | 1           | \$ 3,000.00                    | \$ 3,000         | 3,825.00     | \$ 3,825     | 0.2%            | 28%            | 1,175.00   | \$ 1,175     | 31%           | (825.00)                 | \$ (825)     | -22%          | (1,325.00)        | \$ (1,325)  | -35%          | 975.00                      | \$ 975       | 25%           |
| 15   |            | 800360A    | Fence (3-strand wire)                              | LF              | 11,262      | \$ 15.00                       | \$ 168,930       | 5.15         | \$ 57,999    | 3.2%            | -66%           | (1.15)   | \$ (12,951)  | -22%          | (0.65)                   | \$ (7,320)   | -13%          | (1.35)            | \$ (15,204) | -26%          | 3.15                        | \$ 35,475    | 61%           |
| 16   |            |            | Access gates (RCA & EMWD)                          | EA              | 6           | \$ 2,000.00                    | \$ 12,000        | 1,237.50     | \$ 7,425     | 0.4%            | -38%           | (237.50)   | \$ (1,425)   | -19%          | 12.50                    | \$ 75        | 1%            | (137.50)          | \$ (825)    | -11%          | 362.50                      | \$ 2,175     | 29%           |
| 17   |            | 141000     | Temporary fence (Type ESA)                         | LF              | 4,238       | \$ 5.00                        | \$ 21,190        | 6.13         | \$ 25,958    | 1.4%            | 23%            | (1.13)   | \$ (4,768)   | -18%          | 5.68                     | \$ 24,051    | 93%           | (2.13)            | \$ (9,006)  | -35%          | (2.43)                      | \$ (10,277)  | -40%          |
| 18   |            | 130680     | Temporary Silt Fence                               | LF              | 9,548       | \$ 5.00                        | \$ 47,740        | 4.88         | \$ 46,547    | 2.6%            | -3%            | 0.13   | \$ 1,194     | 3%            | 1.33                     | \$ 12,651    | 27%           | (0.38)            | \$ (3,581)  | -8%           | (1.08)                      | \$ (10,264)  | -22%          |
| 19   |            |            | Temporary Reinforced Silt Fence (Type 2)           | LF              | 6,579       | \$ 15.00                       | \$ 98,685        | 6.71         | \$ 44,162    | 2.4%            | -55%           | 0.29   | \$ 1,891     | 4%            | 1.79                     | \$ 11,760    | 27%           | (1.96)            | \$ (12,911) | -29%          | (0.11)                      | \$ (740)     | -2%           |
| 20   |            | 130710     | Temporary construction entrance                    | EA              | 1           | \$ 5,000.00                    | \$ 5,000         | 9,125.10     | \$ 9,125     | 0.5%            | 83%            | (3,625.10)   | \$ (3,625)   | -40%          | 7,875.30                 | \$ 7,875     | 86%           | 874.90            | \$ 875      | 10%           | (5,125.10)                  | \$ (5,125)   | -56%          |
| 21   |            | 731502     | Minor Concrete (Miscellaneous Construction)        | CY              | 5           | \$ 2,500.00                    | \$ 12,500        | 556.25       | \$ 2,781     | 0.2%            | -78%           | (56.25)  | \$ (281)     | -10%          | (256.25)                 | \$ (1,281)   | -46%          | (331.25)          | \$ (1,656)  | -60%          | 643.75                      | \$ 3,219     | 116%          |
| 22   |            |            | EMWD Delineator Bollards                           | EA              | 60          | \$ 200.00                      | \$ 12,000        | 150.25       | \$ 9,015     | 0.5%            | -25%           | (65.25)  | \$ (3,915)   | -43%          | 99.75                    | \$ 5,985     | 66%           | (60.25)           | \$ (3,615)  | -40%          | 25.75                       | \$ 1,545     | 17%           |
| Not incl.  |            |            | Permits  | \$\$            | 1           | \$ -                           | \$ -             | -            | \$ -         | 0.0%            |                | -  | \$ -         |               | -                        | \$ -         |               | -                 | \$ -        |               | -                           | \$ -         |               |
| 23   |            |            | Seed   | AC              | 32          | \$ 2,800.00                    | \$ 89,600        | 10,537.50    | \$ 337,200   | 18.5%           | 276%           | 1,962.50   | \$ 62,800    | 19%           | 4,462.50                 | \$ 142,800   | 42%           | 2,462.50          | \$ 78,800   | 23%           | (8,887.50)                  | \$ (284,400) | -84%          |
| 24   |            |            | Mycorrhizae  | AC              | 32          | \$ 500.00                      | \$ 16,000        | 1,012.50     | \$ 32,400    | 1.8%            | 103%           | (587.50)   | \$ (18,800)  | -58%          | (512.50)                 | \$ (16,400)  | -51%          | (587.50)          | \$ (18,800) | -58%          | 1,687.50                    | \$ 54,000    | 167%          |
| 25   |            |            | Hydroseeding                                       | AC              | 32          | \$ 1,800.00                    | \$ 57,600        | 1,632.50     | \$ 52,240    | 2.9%            | -9%            | 67.50  | \$ 2,160     | 4%            | 367.50                   | \$ 11,760    | 23%           | 97.50             | \$ 3,120    | 6%            | (532.50)                    | \$ (17,040)  | -33%          |
| 26   |            |            | Hand Distribution of Seed                          | AC              | 10          | \$ 3,000.00                    | \$ 30,000        | 1,840.00     | \$ 18,400    | 1.0%            | -39%           | (1,265.00)   | \$ (12,650)  | -69%          | (1,140.00)               | \$ (11,400)  | -62%          | (1,255.00)        | \$ (12,550) | -68%          | 3,660.00                    | \$ 36,600    | 199%          |
| 27   |            | 204099     | Plant Establishment Work                           | LS              | 1           | \$ 142,000.00                  | \$ 142,000       | 93,375.00    | \$ 93,375    | 5.1%            | -34%           | 6,625.00   | \$ 6,625     | 7%            | (19,875.00)              | \$ (19,875)  | -21%          | 6,625.00          | \$ 6,625    | 7%            | 6,625.00                    | \$ 6,625     | 7%            |
| Not incl.  |            |            | Construction Management (12% of Construction Cost) |                 | 0           | \$ -                           | \$ -             | -            | \$ -         | 0.0%            |                | -  | \$ -         |               | -                        | \$ -         |               | -                 | \$ -        |               | -                           | \$ -         |               |
| Not incl.  |            |            | Construction Survey Work (4% of Construction Cost) |                 | 0           | \$ -                           | \$ -             | -            | \$ -         | 0.0%            |                | -  | \$ -         |               | -                        | \$ -         |               | -                 | \$ -        |               | -                           | \$ -         |               |
| Not incl.  |            |            | Contingency  |                 | 0           | \$ -                           | \$ -             | -            | \$ -         | 0.0%            |                | -  | \$ -         |               | -                        | \$ -         |               | -                 | \$ -        |               | -                           | \$ -         |               |
| 28   |            | 999990     | MOBILIZATION                                       | LS              | 1           | \$ 290,291                     | \$ 290,291       | 66,795.09    | \$ 66,795    | 3.7%            | -77%           | 13,204.91  | \$ 13,205    | 20%           | (14,795.09)              | \$ (14,795)  | -22%          | 13,385.26         | \$ 13,385   | 20%           | (11,795.09)                 | \$ (11,795)  | -18%          |
|  |            |            | Jim Daughtry: only 1st of 2 mob lines included     |                 | 1           | \$ 3,294,088                   | \$ 3,294,088     | \$ 1,818,080 | \$ 1,818,080 | 100%            | -45%           | [Bidder]   | \$ (35,427)  | -1.9%         | [Bidder]                 | \$ (28,210)  | -1.6%         | [Bidder]          | \$ 12,885   | 0.7%          | [Bidder]                    | \$ 50,753    | 2.8%          |

Contractor's Bid Schedule Value  
Delta check: Contractor's Bid Sched total vs. calculated total

156861

check

|                             |    |
|-----------------------------|----|
| Variance to Engr Estimate   | 10 |
| % Variance to Engr Estimate | 0  |
| Variance to Low Bid         | 0  |
| % Variance to Low Bid       | 0  |

side of the Engineer's Estimate range, are reasonably within the Average of the bids

|  |    |
|--|----|
| TOTAL BID ITEMS  | 28 |
| Items within the -75% to +50% range as compared to the Engineer's Estimate     | 28 |
| Items outside of the -75% to +50% range as compared to the Engineer's Estimate | 0  |
| Items less than -75% of the Engineer's Estimate                                | 0  |
| Items greater than +50% of the Engineer's Estimate                             | 0  |

|  |    |
|--|----|
| TOTAL BID ITEMS  | 28 |
| Items within the -75% to +50% range as compared to the Average of the bids     | 23 |
| Items outside of the -75% to +50% range as compared to the Average of the bids | 5  |
| Items less than -75% of the Average of the bids                                | 0  |
| Items greater than +50% of the Average of the bids                             | 5  |

# RCTC Construction Contract Bid Analysis Report

## Mid County Parkway Mitigation Site

**Adding a 154.3 acre site to enhance and expand the 10-year floodplain east of the San Jacinto River and expand the MCP right-of-way by 1.52 acres to account for necessary utility relocation**

RCTC Agreement 19-31-086-00

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A total of four sealed bids for construction of this project were received and opened in a public forum on June 6, 2019 at RCTC's offices. The results of the bids are tabulated here.

| <b>SWEENEY BID RESULTS - 6 JUN 2019</b> |                                |                |               |      |               |
|---|--------------------------------|----------------|---------------|------|---------------|
| <b>SS 1913182</b>                       |                                |                |               |      |               |
| Rank                                    | Firm                           | Amount         | Diff from Low | %    | Diff from Avg |
| 1                                       | Riverside Construction Company | \$1,782,653.00 |               |      | -1.9%         |
| 2                                       | Granite Construction Company   | \$1,789,871.00 | \$ 7,218.00   | 0.4% | -1.6%         |
| 3                                       | Ames Construction Company      | \$1,830,965.00 | \$ 48,312.00  | 2.7% | 0.7%          |
| 4                                       | Southern California Grading    | \$1,868,832.88 | \$ 86,179.88  | 4.8% | 2.8%          |
|   | Average                        | \$1,818,080.35 | \$ 35,427.35  | 2.0% |               |
|   | Spread                         | \$ 86,179.88   |               |      | 4.7%          |

### **Adjustments**

It was not necessary to adjust the bid amounts since there were no arithmetic errors. Likewise, it was not necessary to adjust the Engineer's Estimate quantities, and all quantities in the bids exactly matched those in the Engineer's Estimate. Construction Management, Construction Survey Work and Contingency as provided in the Engineer's Estimate were not included in the bids, nor was the second Mobilization.

### **Initial Observations**

All four bids were relatively close, with a spread between the low and high bids of only \$86,180. The low bid was only 1.9% less than the average of the four bids, and the high bid was only 4.8% higher than the low bid, and only 2.8% higher than the average.

### **Analysis Methodology**

This analysis is in accordance with Section 15.6, Contract Award, of the Caltrans Local Assistance Procedures Manual and utilizes the recommended bid analysis procedures in the FHWA document "Guidelines on Preparing Engineer's Estimate, Bid Reviews and Evaluation", herein after referred to as FHWA Guideline. Our review of each bid includes the following:

1. Assessing competition of bids received.
2. A checklist used to review bid documents for responsiveness.
3. A tabulation of bid items for each bidder that were compared to the Engineer's Estimate.
4. A review of Bid Items for unbalanced bids.
5. Contractors license review. The contracting licenses for bidders and proposed subcontractors were researched on the Contractor's State License Board web site.

# Attachment 3

## RCTC Construction Contract Bid Analysis Report Mid County Parkway Mitigation Site

**Adding a 154.3 acre site to enhance and expand the 10-year floodplain east of the San Jacinto River and expand the MCP right-of-way by 1.52 acres to account for necessary utility relocation**

RCTC Agreement 19-31-086-00

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### ***Competition Assessment***

With the aforementioned low percentage differences between the bids and with the number of bids received, competition is considered excellent for this project.

### ***Bidder Responsiveness***

The apparent low bidder, Riverside Construction Co. acknowledged all addenda, signed the bid letter, and provided all other forms required to be submitted as part of the bid package, including signatures by a notary public. Riverside Construction Co. listed Pacific Restoration Group as their subcontractor performing seeding and plant establishment scope, which totals to \$571,733, or 32% of the total bid amount, and listed Fence Corp as their subcontractor performing the fencing scope, which totals to \$50,385, or 2.7% of the total bid amount.

### ***Bid Item Tabulation and Unbalanced Bid Check***

In summary, all bidders were below the Engineer's Estimate. The lowest bidder was 43.2% below the Engineer's Estimate, the second bidder was 42.9% below, the third was 41.6% below, and the fourth and lowest bidders was 40.4% below.

Compared to the low bid, all others were within 4.8% of the low bidder. The second lowest bidder was only 0.4% above, the third lowest bidder was 2.7% above, and the fourth was 4.85% above the lowest bid. A detailed bid tabulation of all four bidders is attached as reference to following:

1. A check of individual bid item total price compared to submitted bid sheets.
2. A check of the total bid price submitted on the bid sheets.
3. The percent difference between bid unit prices and the Engineer's estimated unit prices.
4. The difference between the Engineer's Estimate and the bidder's Total Bid Price in both dollars and percentages.

Bids were analyzed for possible imbalance. Since all four bids were substantially below the Engineer's Estimate, yet significantly close to one another in total value, the Bid items were analyzed and considered as potentially materially unbalanced against the average of the four bids rather than against the Engineer's Estimate. Bid items were analyzed as potentially materially unbalanced if they varied outside of a range of either less than -75% or greater than 50% of the average for each Bid item.

Riverside Construction Co. as the lowest bidder had zero of the 28 items that fell outside of this range. The second lowest bidder had five items that fell outside of the range, the third lowest bidder had only one item, and the fourth bidder had three items that fell outside of the range.

# Attachment 3

## RCTC Construction Contract Bid Analysis Report Mid County Parkway Mitigation Site

Adding a 154.3 acre site to enhance and expand the 10-year floodplain east of the San Jacinto River and expand the MCP right-of-way by 1.52 acres to account for necessary utility relocation

RCTC Agreement 19-31-086-00

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### ***Review of Large Value Items***

The following three Bid items total to 58% of the lowest bidder's total Bid amount.

- **Item 10** – Earthwork (Stockpile Removal), 48,964 cubic yards at \$5.50/CY and \$269,302, which is 15% of the lowest bidder's total Bid amount.
- **Item 12** – Wetlands grading (new basin), 61,714 cubic years at \$6.00/CY and \$370,284, which is 21% of the lowest bidder's total Bid amount.
- **Item 23** – Seed, 32 acres at \$12,500/acre and \$400,000, which is 22.4% of the lowest bidder's total Bid amount.

All other Bid items were less than 7% of the lowest bidders total Bid amount.

Item 10 – Earthwork: The lowest bidder's price of \$5.50/CY is \$1.25/CY higher than the average price, which indicates that the lowest bidder's price should be adequate.

Item 12 – Wetlands grading: The lowest bidder's price of \$6.00/CY is \$2.24/CY lower than the average price, but only \$0.15 higher than the second lowest bidder.

Item 23 – Seed: The lowest bidder's price of \$12,500/acre is \$1,962.50/acre higher than the average price, which indicates that the lowest bidder's price should be adequate.

### ***Bids v. Engineers Estimate***

The average of bids (\$1,818,080) was 45% below the Engineers Estimate (\$3,294,088). A possible explanation for this large discrepancy is the designer's use of Caltrans cost data. As the contract special provisions were adapted from a Caltrans template the designer was directed by RCTC to use Caltrans cost data for reference. In hind sight, this decision was not appropriate for a small grading project.

### ***Conclusion***

The bids appear to be in order and we recommend award to the low bidder.





**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

\*\*\*\*\*  
**CONTRACT**  
\*\*\*\*\*

**CONSTRUCTION SERVICES FOR THE  
MID COUNTY PARKWAY MITIGATION SITE**

**RCTC Agreement No. 19-31-086-00**

May 16, 2019

**BETWEEN**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

**AND**

**RIVERSIDE CONSTRUCTION COMPANY**

Contract-1

# **CONSTRUCTION SERVICES FOR THE MID COUNTY PARKWAY MITIGATION SITE**

**AGREEMENT NO. 19-31-086-00**

## **1. PARTIES AND DATE.**

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the Riverside County Transportation Commission (hereinafter called the "Commission") and Riverside Construction Company (hereinafter called the "Contractor"). This Contract is for that Work described in the Contract Documents entitled **CONSTRUCTION SERVICES FOR THE MID COUNTY PARKWAY MITIGATION SITE**

## **2. RECITALS.**

2.1 The Commission is a County Transportation Commission organized under the provisions of Sections 130000, et seq. of the Public Utilities Code of the State of California, with power to contract for services necessary to achieving its purpose;

2.2 Contractor, in response to a Notice Inviting Bids issued by Commission on **May 16, 2019**, has submitted a bid proposal for **CONSTRUCTION SERVICES FOR THE MID COUNTY PARKWAY MITIGATION SITE**

2.3 Commission has duly opened and considered the Contractor's bid proposal and duly awarded the bid to Contractor in accordance with the Notice Inviting Bids and other Bid Documents.

2.4 Contractor has obtained, and delivers concurrently herewith, Performance and Payment Bonds and evidences of insurance coverage as required by the Contract Documents.

## **3. TERMS.**

### **3.1 Incorporation of Documents.**

This Contract includes and hereby incorporates in full by reference this Contract and the following Contract Documents provided with the above referenced Notice Inviting Bids, including all exhibits, drawings, specifications and documents therein, and attachments thereto, all of which, including all addendum thereto, are by this reference incorporated herein and made a part of this Contract:

- a. NOTICE INVITING BIDS
- b. INSTRUCTIONS TO BIDDERS
- c. CONTRACT BID FORMS
- d. FORM OF CONTRACT
- e. PAYMENT AND PERFORMANCE BOND FORMS
- f. ESCROW AGREEMENT FOR SECURITY DEPOSITS

Contract-2

g. CONTRACT APPENDIX

PART "A" - Regulatory Requirements and Permits

PART "B" – Standard Provisions

PART "C" – Technical Special Provisions

PART "D" - Contract Plans

PART "E" - Reference Documents

h. ADDENDUM NO.(S) (N/A or Add Addendum Numbers)

3.2 Contractor's Basic Obligation.

Contractor promises and agrees, at his own cost and expense, to furnish to the Commission all labor, materials, tools, equipment, services, and incidental and customary work for **CONSTRUCTION SERVICES FOR THE MID COUNTY PARKWAY MITIGATION SITE**

Notwithstanding anything else in the Contract Documents, the Contractor shall complete the Work for a total of One Million Seven Hundred Eighty-Two Thousand Six Hundred Fifty-Three Dollars (\$1,782,653), as specified in the bid proposal and pricing schedules submitted by the Contractor in response to the above referenced Notice Inviting Bids. Such amount shall be subject to adjustment in accordance with the applicable terms of this Contract. All Work shall be subject to, and performed in accordance with the above referenced Contract Documents.

3.3 Period of Performance.

Contractor shall perform and complete all Work under this Contract within **256 calendar days** of the effective date of the Notice to Proceed, and in accordance with the Milestone Completion Dates set forth in the table below. Contractor agrees that if such Work is not completed within the aforementioned periods, liquidated damages will apply as provided by the applicable provisions of the Standard Provisions, found in Part "B" of the Contract Appendix. The amount of liquidated damages shall equal five hundred dollars (**\$500.00**) for each day or fraction thereof, it takes to complete the Work, or specified portion(s) of the Work, over and above the number of days specified herein or beyond the Project Milestones established by approved Construction Schedules.

3.4 Commission's Basic Obligation.

Commission agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract Documents, the Commission shall pay to Contractor, as full consideration for the satisfactory performance by the Contractor of services and obligation required by this Contract, the above referenced compensation in accordance with Compensation Provisions set forth in the Contract Documents.

3.5 Contractor's Labor Certification.

Contractor maintains that he is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose is attached to this Contract as Exhibit "A" and incorporated herein by reference, and shall be executed simultaneously with this Contract.

3.6 Successors.

The parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract. Contractor may not either voluntarily or by action of law, assign any obligation assumed by Contractor hereunder without the prior written consent of Commission.

3.7 Notices.

All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

|  |  |
|--|--|
| <p>Contractor:</p> <p>Riverside Construction Company<br/> 4225 Garner Rd.<br/> P.O. Box 1146<br/> Attn: Donald Pim</p> | <p>Commission:</p> <p>Riverside County Transportation Commission<br/> P.O. Box 12008<br/> Riverside, California 92502-2208<br/> Attn: Executive Director</p> |
|--|--|

Any notice so given shall be considered received by the other party three (3) days after deposit in the U.S. Mail, first class postage prepaid, addressed to the party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

RIVERSIDE CONSTRUCTION  
COMPANY

RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION

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

By: \_\_\_\_\_  
Anne Mayer  
Riverside County Transportation  
Commission

\_\_\_\_\_  
Title

Tax I.D. Number:

APPROVED AS TO FORM:

Contract-4

By: \_\_\_\_\_  
Best Best & Krieger LLP  
Counsel, RCTC

DRAFT

EXHIBIT "A"

CERTIFICATION  
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code. I agree to and will comply with such provisions before commencing the Work governed by this Contract.

**CONTRACTOR:**

Name of Contractor: **Riverside Construction Company**

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

Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# **AGENDA ITEM 12**





| <b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</b> |  |
|---|--|
| <b>DATE:</b>                                      | June 24, 2019  |
| <b>TO:</b>  | Western Riverside County Programs and Projects Committee   |
| <b>FROM:</b>                                      | Michelle McCamish, Management Analyst<br>Brian Cunanan, Commuter and Motorist Assistance Manager   |
| <b>THROUGH:</b>                                   | Aaron Hake, Director of External Affairs   |
| <b>SUBJECT:</b>                                   | Agreement with the California Department of Transportation for Senate Bill 1 Funding of the Freeway Service Patrol Program in Riverside County |

**STAFF RECOMMENDATION:**

This item is for the Committee to:

- 1) Approve Agreement No. 19-45-101-00 with the California Department of Transportation (Caltrans) for the Senate Bill (SB) 1 funding of the Riverside County Freeway Service Patrol (FSP) program in an amount not to exceed \$1,390,287;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission; and
- 3) Forward to the Commission for action.

**BACKGROUND INFORMATION:**

In 1986, the Commission established itself as the Riverside County Service Authority for Freeway Emergencies (RC SAFE) after the enactment of SB 1199 in 1985. The purpose of the formation of SAFEs in California was to provide call box services and, with excess funds, provide additional motorist aid services. Funding for RC SAFE is derived from a one dollar per vehicle registration fee on vehicles registered in Riverside County. Initially, these funds were used only for the call box program. As additional motorist aid services were developed, SAFE funds were also used to provide FSP and the Inland Empire 511 traveler information services as part of a comprehensive motorist aid system in Riverside County.

In 1990, Proposition C was passed to fund transportation improvements and to help reduce traffic congestion in California. From this, the FSP program was created by Caltrans, which developed the corresponding local funding allocation plan to distribute funds to participating jurisdictions through a formula based on population, urban freeway lane miles, and levels of congestion.

The Commission, acting in its capacity as the RC SAFE, is the principal agency in Riverside County, in partnership with Caltrans and the California Highway Patrol, managing the FSP program. The purpose of the FSP program is to provide a continuously roving tow services patrol along

designated freeway segments (referred to as beats) to relieve freeway congestion and facilitate the rapid removal of disabled vehicles and those involved in minor accidents on local freeways.

In April 2017, the California Legislature passed SB 1 which included additional funding for FSP. In March 2018, Caltrans released the SB 1 FSP funding guidelines which allocated \$25 million for FSP statewide to participating jurisdictions based on the existing formula, resulting in \$1,656,973 for Riverside County for FY 2017/18. Per the guidelines, this allocation is to be applied to:

- California Highway Patrol (CHP) costs for FSP oversight and supervision,
- Inflation and hour adjustments to baseline service, and
- For new or expanded FSP service.

The Commission’s FSP program is a popular service amongst motorists in Riverside County and has consistently demonstrated a very high benefit to cost score statewide. Currently, the Commission contracts with three tow truck operators to provide service during peak commute hours across 165 centerline miles. In FY 2017/18, FSP performed 41,417 assists.

**DISCUSSION:**

The first allocation of SB 1 funds for new FSP service was applied to expand coverage into southern Riverside County. The projected benefit cost for this expansion scored above the minimum benefit cost threshold (3.0). In September 2018, the Commission launched three new beats expanding FSP as far south as the I-15/79 South interchange benefitting commuters traveling from and through Lake Elsinore, Wildomar, Menifee, Murrieta, and Temecula.

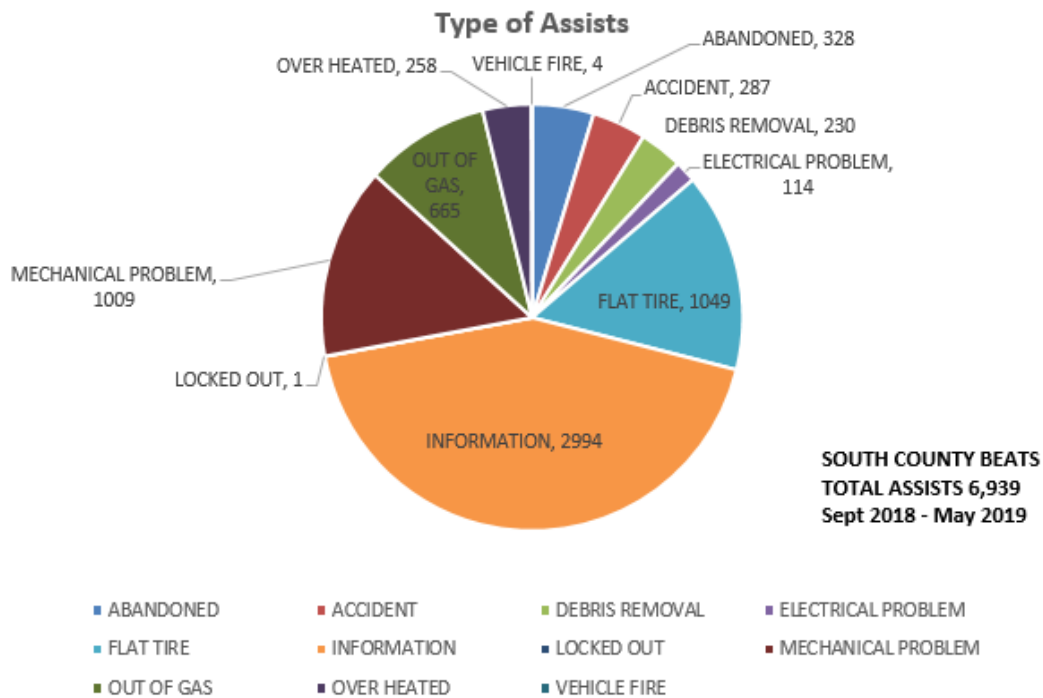


Figure 1: Total South County Assists

In FY 2018/19, total assists for all beats through May 31, 2019 are 43,496. Since September 2018, the three new south county beats have provided 6,939 assists (see Figure 1). As such, the south county beats make up about 16 percent of total FSP assists in the whole county. Since inception, the south county beats have scored an average estimated benefit cost of twice the minimum threshold.

This second SB 1 allocation for FY 2018/19 in the amount of \$1,390,287 provides funding to continue the new service in southern Riverside County as well as supplement inflation costs in the baseline service. The approximately \$267,000 reduction in funding compared to the last allocation is due to a portion of the funding for CHP supervision of the FSP program being allocated directly from Caltrans to CHP, rather than passing through the SAFEs.

Caltrans funding agreements are reimbursement-based and allow for the carryover of contract balances not expended in the agreement’s stated fiscal year. This allows the Commission to fully expend allocated amounts and also accommodates the timing of the Caltrans allocation release, which is typically later during the fiscal year for which it is intended.

Staff recommends that the Commission approve the SB 1 funding agreement with Caltrans for Riverside County FSP operations in the amount of \$1,390,287. Additionally, staff recommends that the Commission authorize the Executive Director to execute the final agreement.

| Financial Information       |                               |       |            |                    |              |
|-----------------------------|-------------------------------|-------|------------|--------------------|--------------|
| In Fiscal Year Budget:      | Yes                           | Year: | FY 2019/20 | Amount:            | \$ 1,390,287 |
| Source of Funds:            | SB 1 state funds              |       |            | Budget Adjustment: | No           |
| GL/Project Accounting No.:  | 002173 415 41510 201 45 41501 |       |            |                    |              |
| Fiscal Procedures Approved: | <i>Theresa Trevino</i>        |       |            | Date:              | 06/12/2019   |

Attachment: Caltrans SB 1 Fund Transfer Agreement FY 2019



FREEWAY SERVICE PATROL PROGRAM  
FUND TRANSFER AGREEMENT (Non Federal)

Agreement No. FSP19SB1-6054(095)  
Project No. FSP19SB1-6054(095)

Location: 08-RIV-0-RCTC  
AMS Adv ID: 0819000113

THIS AGREEMENT, effective on July 1, 2018, is between the State of California, acting by and through the Department of Transportation, hereinafter referred to as STATE, and Riverside County Transportation Commission, a public agency, hereinafter referred to as "ADMINISTERING AGENCY".

WHEREAS, Streets and Highways Code (S&HC) Section 2560 et seq., authorizes STATE and administering agencies to develop and implement a Freeway Service Patrol (FSP) program on traffic-congested urban freeways throughout the state; and

WHEREAS, STATE has distributed available Senate Bill 1 (SB 1) funds to administering agencies participating in the SB 1 FSP Program in accordance with S&HC Section 2562 and the 2018 FSP SB1 Funding Guidelines; and

WHEREAS, ADMINISTERING AGENCY has applied to STATE and has been selected to receive funds from the FSP Program for the purpose of Freeway Service Patrol, hereinafter referred to as "PROJECT"; and

WHEREAS, proposed PROJECT funding is as follows:

|                       |                       |                           |
|-----------------------|-----------------------|---------------------------|
| Total Cost            | State Funds           | Local Funds               |
| <u>\$1,737,858.48</u> | <u>\$1,390,286.79</u> | <u>\$347,571.70</u> ; and |

WHEREAS, STATE is required to enter into an agreement with ADMINISTERING AGENCY to delineate the respective responsibilities of the parties relative to prosecution of said PROJECT; and

WHEREAS, STATE and ADMINISTERING AGENCY mutually desire to cooperate and jointly participate in the FSP program and desire to specify herein the terms and conditions under which the FSP program is to be conducted; and

WHEREAS, ADMINISTERING AGENCY has approved entering into this Agreement under authority of Resolution No. \_\_\_\_\_ approved by ADMINISTERING AGENCY on \_\_\_\_\_, a copy of which is attached.

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For Caltrans Use Only

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I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance

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Accounting Officer | Date | \$

*Jennie Yoo* | 5/31/19 | 1,390,286.79

|  |  |                                      |
|--|--|--------------------------------------|
| <b>TO:</b> STATE CONTROLLER'S OFFICE<br>Claims Audits<br>3301 "C" Street, Rm 404<br>Sacramento, CA 95816 | <b>DATE PREPARED:</b><br>5/30/2019<br><br><b>REQUISITION NUMBER / CONTRACT NUMBER:</b><br>RQS 081900000808 | <b>PROJECT NUMBER:</b><br>0819000113 |
|--|--|--------------------------------------|

**FROM:** Department of Transportation

**SUBJECT:** Encumbrance Document

**VENDOR / LOCAL AGENCY:** Riverside County Transportation Commission

\$ 1,390,286.79

**PROCUREMENT TYPE:** Local Assistance

| CHAPTER | STATUTES | ITEM          | YEAR  | PEC / PECT | COE/Category | AMOUNT          |
|---------|----------|---------------|-------|------------|--------------|-----------------|
| 29      | 2018     | 2660-102-0042 | 18-19 | 2030010610 | 2620/0420    | \$ 1,390,286.79 |
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**ADA Notice**

For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 of TDD (916) - 3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

NOW, THEREFORE, the parties agree as follows:

#### SECTION I

STATE AGREES:

1. To define or specify, in cooperation with ADMINISTERING AGENCY, the limits of the State Highway segments to be served by the FSP as well as the nature and amount of the FSP dedicated equipment, if any that is to be funded under the FSP program.
2. To pay ADMINISTERING AGENCY the STATE's share, an amount not to exceed \$1,390,286.79, of eligible participating PROJECT costs. This amount is comprised of \$786,231.58 for Inflation and Hour Adjustment to Baseline and \$604,055.21 for New or Expanded Service.
3. To make reimbursements to ADMINISTERING AGENCY, as promptly as state fiscal procedures will permit, but not more often than monthly in arrears, upon receipt of an original and two signed copies of invoices in the proper form covering actual allowable costs incurred for the prior sequential month's period of the Progress Payment Invoice.
4. When conducting an audit of the costs claimed by ADMINISTERING AGENCY under the provisions of this Agreement, STATE will rely to the maximum extent possible on any prior audit of ADMINISTERING AGENCY performed pursuant to the provisions of state and federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to STATE when planning and conducting additional audits.

#### SECTION II

ADMINISTERING AGENCY AGREES:

1. A. To commit and contribute matching funds from ADMINISTERING AGENCY resources, which shall be an amount not less than 25% of the amount provided by STATE from the State Highway Account.
1. B. To maintain existing service hours and expand new service all as defined in the 2018 FSP SB 1 Funding Guidelines for SB 1 funds.
2. The ADMINISTERING AGENCY's detailed PROJECT Cost Proposal is attached hereto and made an express part of this Agreement. The detailed PROJECT Cost Proposal reflects the provisions and/or regulations of Section III, Article 8, of this agreement.
3. To use all state funds paid hereunder only for those transportation-related PROJECT purposes that conform to Article XIX of the California State Constitution.
4. STATE funds provided to ADMINISTERING AGENCY or sub-recipient(s) under this Agreement shall not be used for administrative purposes by ADMINISTERING AGENCY or sub-recipient(s). Said administrative costs may be credited toward ADMINISTERING AGENCY's or sub-recipient's PROJECT matching funds provided claimed administrative costs are specified on ADMINISTERING AGENCY's invoice submittal. If said administrative costs are "indirect", as defined in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, the costs must be allocated in accordance with an Indirect Cost Allocation Plan (ICAP), submitted, reviewed, and approved in accordance with Caltrans Audits and Investigations requirements which may be accessed at:



[www.dot.ca.gov/hq/audits/](http://www.dot.ca.gov/hq/audits/).

5. To develop, in cooperation with STATE, advertise, award, and administer PROJECT contract(s) in accordance with ADMINISTERING AGENCY competitive procurement procedures, in compliance with Public Contract Code (PCC) 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

6. Upon award of contract for PROJECT, to prepare and submit to STATE an original and two signed copies of progress invoicing for STATE's share of actual expenditures for allowable PROJECT costs.

7. Said invoicing shall evidence the expenditure of ADMINISTERING AGENCY's PROJECT participation in paying not less than 20% of all allowable PROJECT costs and shall contain the information described in Chapter 5 of the Local Assistance Procedures Manual (LAPM). Invoicing shall demonstrate ADMINISTERING AGENCY'S PROJECT participation by showing a matched expenditure of funds of at least 25% of the amount provided by the STATE (excluding the funds dispersed to CHP). ADMINISTERING AGENCY invoices shall be submitted to:

State of California  
Department of Transportation  
Division of Traffic Operations, MS 36  
Office of System Management Operations  
1120 "N" Street  
Sacramento, CA 95814

8. Within 60 days after completion of PROJECT work to be reimbursed under this Agreement, to prepare a final invoice reporting all actual eligible costs expended, including all costs paid by ADMINISTERING AGENCY and submit that signed invoice, along with any refund due STATE, to the address referenced above under Section II, Article 7. Backup information submitted with said final invoice shall include all FSP operational contract invoices paid by ADMINISTERING AGENCY to contracted operators included in expenditures billed to STATE under this Agreement.

## 9. COST PRINCIPLES

A) ADMINISTERING AGENCY agrees to comply with, and require all sub-recipients and project sponsors to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, and all applicable Federal and State laws and regulations.

B) ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., and all applicable Federal and State laws and regulations, shall be used to determine the allowability of individual PROJECT cost items.

C) Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, or 48 CFR, Chapter 1, Part 3, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Fund moneys due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source,

including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

#### 10. THIRD PARTY CONTRACTING

A) ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e), and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE.

B) Any subcontract or agreement entered into by ADMINISTERING AGENCY as a result of disbursing Funds received pursuant to this Agreement shall contain all of the fiscal provisions (Section II, Paragraphs 4, 9, 11, 12, & 13) of this Agreement, and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

C) In addition to the above, the preaward requirements of third party contractor/consultants with ADMINISTERING AGENCY should be consistent with Local Program Procedures as published by STATE.

#### 11. ACCOUNTING SYSTEM

ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate Fund expenditures by line item for the PROJECT. The accounting system of ADMINISTERING AGENCY, its contractors, and all 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.

#### 12. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of ADMINISTERING AGENCY's contracts with third parties, ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors, and subcontractors, and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to ADMINISTERING AGENCY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and ADMINISTERING AGENCY shall furnish copies thereof if requested.

#### 13. TRAVEL AND SUBSISTENCE

Payments to ADMINISTERING AGENCY for travel and subsistence expenses of ADMINISTERING AGENCY forces and its subcontractors 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. If the rates invoiced are in excess of those authorized DPA rates, then ADMINISTERING AGENCY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

### SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement is available only upon the passage of the State Budget Act containing these STATE funds. The starting date of eligible reimbursable activities shall be JULY 1, 2018.
2. All obligations of ADMINISTERING AGENCY under the terms of this Agreement are subject to authorization and allocation of resources by ADMINISTERING AGENCY.
3. ADMINISTERING AGENCY and STATE shall jointly define the initial FSP program as well as the appropriate level of FSP funding recommendations and scope of service and equipment required to provide and manage the FSP program. No changes shall be made in these unless mutually agreed to in writing by the parties to this Agreement.
4. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to this Agreement by imposing any standard of care with respect to the maintenance of State highways different from the standard of care imposed by law.
5. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority, or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, ADMINISTERING AGENCY shall fully defend, indemnify, and save harmless the State of California, its officers, and employees from all claims, suits, or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority, or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement.
6. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring or arising by reason of anything done or omitted to be done by STATE under or in connection with any work, authority, or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully defend, indemnify, and save harmless ADMINISTERING AGENCY, its officers, and employees from all claims, suits or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority, or jurisdiction delegated to STATE under this Agreement.
7. ADMINISTERING AGENCY will maintain an inventory of all non-expendable PROJECT equipment,

defined as having a useful life of at least two years and an acquisition cost of \$500 or more, paid for with PROJECT funds. ADMINISTERING AGENCY shall define in PROJECT contract who shall take ownership of all equipment at the conclusion of the Project.

8. In the event that ADMINISTERING AGENCY fails to operate the PROJECT commenced and reimbursed under this Agreement in accordance with the terms of this Agreement or fails to comply with applicable Federal and State laws and regulations, STATE reserves the right to terminate funding for PROJECT, or portions thereof, upon written notice to ADMINISTERING AGENCY.

9. This Agreement shall terminate on June 30, 2021. However, the non-expendable equipment and liability clauses shall remain in effect until terminated or modified in writing by mutual agreement.

STATE OF CALIFORNIA

Riverside County Transportation Commission

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

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

Office of Project Implementation  
Division of Local Assistance

Title: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



# **AGENDA ITEM 13**



**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

|                 |  |
|-----------------|--|
| <b>DATE:</b>    | June 24, 2019  |
| <b>TO:</b>      | Western Riverside County Programs and Projects Committee   |
| <b>FROM:</b>    | Brian Cunanan, Commuter and Motorist Assistance Manager  |
| <b>THROUGH:</b> | Aaron Hake, Director of External Affairs   |
| <b>SUBJECT:</b> | Amendments for Construction Freeway Service Patrol Towing Services Supporting the State Route 60 Truck Lanes Project |

**STAFF RECOMMENDATION:**

This item is for the Committee to:

- 1) Approve the following amendments to agreements to provide Construction Freeway Service Patrol (CFSP) services for the State Route 60 Truck Lanes Project (Project) for an additional amount not to exceed an aggregate value of \$500,000:
  - a) Agreement No. 15-45-060-03, Amendment No. 3 to Agreement No. 15-45-060-00, with Airport Mobile Towing, Inc. (Airport);
  - b) Agreement No. 18-45-131-03, Amendment No. 3 to Agreement No. 18-45-131-00, with Coastal Pride Towing, Inc. (Coastal);
  - c) Agreement No. 17-45-061-01, Amendment No. 1 to Agreement No. 17-45-061-00, with Pepe’s Towing, Inc. (Pepe’s);
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission; and
- 3) Forward to the Commission for action.

**BACKGROUND INFORMATION:**

The Commission, acting in its capacity as the Service Authority for Freeway Emergencies (SAFE), is the principal agency in Riverside County, in partnership with Caltrans and the California Highway Patrol (CHP), managing the Freeway Service Patrol (FSP) program. The purpose of the FSP program is to provide a continuously roving tow services patrol along designated freeway segments (referred to as beats) to relieve freeway congestion and facilitate the rapid removal of disabled vehicles and those involved in minor accidents on local freeways. Currently, the Commission contracts with three tow truck operators to provide service on a total of twelve general purpose lane beats Monday through Friday during the peak commute hours, 5:30 a.m. to 8:30 a.m. and 2:30 p.m. (12:30 p.m. on Fridays) to 6:30 p.m. In addition to regular FSP service, CFSP provides support for construction projects as a transportation mitigation strategy. CFSP is currently providing such support for the I-15 Express Lanes Project.



## **DISCUSSION:**

### **SR-60 Truck Lanes Project**

The Commission, in cooperation with Caltrans, is constructing an eastbound truck-climbing lane and westbound truck-descending lane on SR-60 in a portion of unincorporated Riverside County between Gilman Springs Road and 1.4 miles west of Jack Rabbit Trail. The Project also will upgrade existing inside and outside shoulders to standard widths (10-foot inside shoulder and 12-foot outside shoulder).

Construction is slated to start this summer; however, the most disruptive phase of the Project is scheduled to start in August 2019 and last through December 2019. This phase involves the permanent closure of one westbound lane leaving only one available lane for travel in the westbound direction. In addition to the loss of one westbound lane, shoulders or medians will not be available to provide relief for disabled vehicles or those involved in accidents. Therefore, the Project is strategically deploying several measures, including CFSP, to maintain optimal travel conditions through the Project limits.

### **Construction FSP Coverage**

Due to the unique conditions of the Project (single lane of travel available westbound and absence of shoulders and medians), CFSP will not apply the traditional approach with continuously roving trucks. Instead, up to two tow trucks will be staged at strategic points within the construction zone to optimize response times. In addition, the trucks will perform a full sweep of the beat every half hour if they are not already actively involved in an assist at the half hour marks. The preliminary CFSP service schedule for the Project is Monday through Thursday, 6:00am – 6:00pm and Friday through Sunday, 7:00am – 9:00pm. The CFSP coverage approach and service schedule will be monitored regularly and may be adjusted by the CHP and Project team.

CFSP can only be operated by the Commission's tow operators that have been specifically trained and certified to work FSP in Riverside County. Therefore, when CFSP is needed to support construction projects, amendments with existing operators are executed to add CFSP service. However, incremental work has become more challenging for the Commission's tow operators to staff.

Rising costs to operate the program (vehicles, employee wages, insurance) and higher employee turnover and competition for employees in a healthy economy have made it more challenging for tow companies to maintain regular FSP operations. For these same reasons, coverage of incremental FSP service (e.g. CFSP or grant funded weekend service) has been more difficult for the Commission's current rotation of certified FSP tow operators to staff.

Additionally, the Project presents some unique challenges for the certified tow operators in the Commission's FSP program. The Project is in an area that is not currently served by FSP; therefore,

it is essentially an entirely new beat for a tow operator to cover on top of its existing beat(s). The Project entails CFSP shifts with a minimum of 12 hours and may run up to 16 hours or more, if needed. In order to fully staff such shifts and be compliant with driver laws, operators will need to staff multiple drivers for a single truck shift, seven days a week.

Given the aforementioned challenges, distance to the construction zone, and extended service schedules that are unique to this Project, additional provisions are recommended to ensure CFSP coverage for the Project. Staff recommends that the following temporary provisions be applied to contract amendments for tow operators within the Commission’s FSP program that agree to and provide CFSP services for the Project:

- **Drive Time Allowance.** Drive time will be an allowable expense invoiced to the Commission at the applied contractor’s rate; maximum of six (6) hours per tow operator per truck shift.
- **Adjusted Penalty Schedule.** Priority will be given to CFSP coverage of the Project during the most impacted construction period. Therefore, if a tow operator that is staffing CFSP for the Project runs short one truck on a regular FSP beat commitment for that same day, that operator will not incur penalties for that missed shift.

Penalty charges will be incurred only if the number of regular FSP truck shift shortages exceed the number of CFSP truck shifts worked that day by the operator. Service shortages shall be communicated to the CHP as early as possible and no later than the start of the CFSP shift.

Staff is currently negotiating with the Commission’s three tow operators (Airport, Coastal, and Pepe’s) and anticipates that multiple amendments will be executed. Staff recommends applying the amendment template (attached), which includes the temporary provisions, to amendments with each of the Commission’s tow operators. The total projected cost, based on the preliminary CFSP service schedule, is estimated at \$500,000; this amount will be divided among the participating tow operators.

| Financial Information       |  |       |            |                    |            |
|-----------------------------|--|-------|------------|--------------------|------------|
| In Fiscal Year Budget:      | Yes  | Year: | FY 2019/20 | Amount:            | \$ 500,000 |
| Source of Funds:            | State Transportation Improvement Project, State Highway Operations and Protection Program, and Congestion Mitigation and Air Quality |       |            | Budget Adjustment: | No         |
| GL/Project Accounting No.:  | 003029 81304 00000 0000 262 31 81301   |       |            |                    |            |
| Fiscal Procedures Approved: | <i>Theresa Trevino</i>   |       |            | Date:              | 06/17/2019 |

Attachment: Amendment Template for SR-60 Truck Lanes CFSP Services



**AMENDMENT NO. \_\_\_ TO AGREEMENT  
BETWEEN RIVERSIDE COUNTY TRANSPORTATION COMMISSION,  
ACTING AS THE  
RIVERSIDE COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES,  
FOR FREEWAY SERVICE PATROL FOR BEAT # \_\_\_\_  
WITHIN RIVERSIDE COUNTY WITH \_\_\_\_\_**

1. PARTIES AND DATE

1.1 This Amendment No. \_\_\_ is made and entered into as of \_\_\_\_\_, 2019, by and between the Riverside County Transportation Commission, a public entity ("COMMISSION"), acting as the Riverside County Service Authority for Freeway Emergencies (referred to herein as "SAFE"), and \_\_\_\_\_, a \_\_\_\_\_ (referred to herein as "CONTRACTOR"). SAFE and CONTRACTOR are sometimes individually referred to herein as "Party" and collectively as "Parties".

2. RECITALS

2.1 SAFE and CONTRACTOR have entered into an agreement dated \_\_\_\_\_ for the purpose of providing Freeway Service Patrol ("FSP") services on Beat No. \_\_\_ within Riverside County (the "Master Agreement").

2.2 SAFE and CONTRACTOR have entered into an Amendment No. \_\_\_ dated \_\_\_\_\_ in order to provide \_\_\_\_\_.

2.3 SAFE and CONTRACTOR now desire to amend the Master Agreement in order to add construction FSP services required for the State Route 60 truck lane construction project (the "60 TL Project") which includes: (i) construction of an eastbound truck-climbing lane and westbound truck-descending lane on State Route 60 in a portion of unincorporated Riverside County between Gilman Springs Road and 1.37 miles west of Jack Rabbit Trail, and (ii) upgrade existing inside and outside shoulders to standard widths (10-foot inside shoulder and 12-foot outside shoulder).

3. TERMS

- 3.1 The Services, as that term is defined in the Master Agreement, shall be amended to include construction FSP services for the 60 TL Project as further detailed in Exhibit "A" attached to this Amendment and incorporated herein by reference ("60 TL Construction FSP Services").
- 3.2 60 TL Construction FSP Services will be provided by two trucks. SAFE may use other FSP contractors, in addition to CONTRACTOR, to perform the 60 TL Construction FSP Services.
- 3.3 Notwithstanding any other provision of the Master Agreement, 60 TL Construction FSP Services shall be performed under this Amendment at the following hourly rate: \_\_\_\_\_.
- 3.4 The maximum compensation for the 60 TL Construction FSP Services to be provided under this Amendment shall not exceed \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_\_).
- 3.5 The total not-to-exceed amount of the Master Agreement shall be increased from \_\_\_\_\_ to \_\_\_\_\_.
- 3.6 Under Attachment 1 to Exhibit "A" of the Master Agreement, CONTRACTOR incurs a penalty for the following violation:

Not having a certified FSP back-up tow truck available during FSP hours and/or FSP Certified Driver

During any 60 TL Construction FSP Services truck shift operated by CONTRACTOR, the above violation shall not incur a penalty on Beat \_\_\_\_, provided that (i) CONTRACTOR notifies SAFE and CHP, at the earliest time possible, but no later than the scheduled start time of the Beat \_\_\_\_ shift, that the FSP Certified Driver or back-up tow truck driver is not available because such person is needed for performance of the 60 TL Construction FSP Services truck shift; and (ii) a FSP Certified Driver or back-up tow truck driver actually works the full 60 TL Construction FSP Services truck shift.

- 3.7 For the 60 TL Construction FSP Services, CONTRACTOR shall be permitted to invoice SAFE for a maximum of one hour of driver travel time, at the hourly rate set forth above, to and from the beat ("Drive Time Allowance"). The Drive Time Allowance shall apply to a maximum of three drivers per each 60 TL Construction FSP Services truck shift.
- 3.8 Except as amended by this Amendment, all provisions of the Master Agreement, as previously amended, 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.
- 3.9 This Amendment shall be governed by the laws of the State of California. Venue shall be in Riverside County.
- 3.10 This Amendment may be signed in counterparts, each of which shall constitute an original.

**[Signatures on following page]**

**SIGNATURE PAGE  
TO  
AGREEMENT NO. \_\_\_\_\_**

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

**RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION  
ACTING IN ITS CAPACITY AS THE  
RIVERSIDE COUNTY SERVICE  
AUTHORITY FOR FREEWAY  
EMERGENCIES**

**CONTRACTOR  
[insert]**

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 RCTC.