

MEETING AGENDA

Western Riverside County Programs and Projects Committee

Time: 1:30 p.m.

Date: October 26, 2020

Pursuant to Governor Newsom's Executive Order N-29-20, (March 18, 2020), the Governing Board meeting will only be conducted via video conferencing and by telephone.

COMMITTEE MEMBERS

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

Scott Vinton/Christi White, 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

AGENDA*

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

1:30 p.m.

Monday, October 26, 2020

Pursuant to Governor Newsom's Executive Order N-29-20, (March 18, 2020), the Western Riverside County Programs and Projects Committee meeting will only be conducted via video conferencing and by telephone. Please follow the instructions below to join the meeting remotely.

INSTRUCTIONS FOR ELECTRONIC PARTICIPATION

Join Zoom Meeting

<https://rctc.zoom.us/j/82895149836>

Meeting ID: 828 9514 9836

One tap mobile

+16699006833,,82895149836# US (San Jose) 12532158782,,82895149836# US
+(Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 301 715 8592 US (Germantown)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)

Meeting ID: 828 9514 9836

For members of the public wishing to submit comment in connection with the Western Riverside County Programs and Projects Committee Meeting please email written comments to the Clerk of the Board at lmobley@rctc.org prior to October 25, 2020 at 5:00 p.m. and your comments will be made part of the official record of proceedings. Members of the public may also make public comments through their telephone or Zoom connection when recognized by the Chair.

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 on the Commission's website, www.rctc.org.

In compliance with the Americans with Disabilities Act, Government Code Section 54954.2, Executive Order N-29-20, 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 Committee 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 AND PLEDGE OF ALLEGIANCE

2. ROLL CALL

3. 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.*

4. 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.)*

5. APPROVAL OF MINUTES – SEPTEMBER 28, 2020

6. 15 EXPRESS LANES ADMINISTRATIVE REVIEW HEARING OFFICER SERVICES AGREEMENT

Page 1

Overview

This item is for the Committee to:

- 1) Approve Agreement No. 21-31-011-00 with David Cyprien for 15 Express Lanes administrative review hearing officer services for a five-year term in an amount not to exceed \$100,000;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement on behalf of the Commission; and
- 3) Forward to the Commission for final action.

7. REQUEST TO DECLARE REAL PROPERTY AS SURPLUS

Page 19

Overview

This item is for the Committee to:

- 1) Declare as surplus the real properties in the cities of Riverside, Perris, Hemet, and San Jacinto, as specifically identified in this report and attachments;
- 2) Authorize the Executive Director to notify public agencies pursuant to California Government Code (Government Code) Section 54220 et.seq the properties are available;
- 3) Authorize the Executive Director to offer the surplus properties for sale to the public should no response be received; and
- 4) Forward to the Commission for final action.

8. AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR STATE FUNDING AND SENATE BILL 1 FUNDING FOR THE OPERATION OF THE FREEWAY SERVICE PATROL PROGRAM IN RIVERSIDE COUNTY

Page 39

Overview

This item is for the Committee to:

- 1) Approve Agreement No. 21-45-017-00 with the California Department of Transportation (Caltrans) to provide state funding for FY 2020/21 for the operation of the Riverside County Freeway Service Patrol (FSP) program in an amount not to exceed \$1,696,153;
- 2) Approve Agreement No. 21-45-016-00 with Caltrans to provide Senate Bill (SB) 1 funding for FY 2020/21 for the operation of the Riverside County FSP program in an amount not to exceed \$1,412,787;
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreements on behalf of the Commission;
- 4) Adopt Resolution No. 20-015, *"A Resolution of the Riverside County Transportation Commission Authorizing Certain Officials to Execute Agreements with Caltrans for Freeway Service Patrol Program Funding"*; and
- 5) Forward to the Commission for final action.

9. REGIONAL 511 IMPLEMENTATION

Page 59

Overview

This item is for the Committee to:

- 1) Approve Agreement No. 21-45-022-00, between the Los Angeles County Service Authority for Freeway Emergencies (LA SAFE), San Bernardino County Transportation Authority (SBCTA), and the Commission for Southern California's 511 traveler information system services for up to a five-year term in the amount of \$865,506, plus a contingency amount of \$25,000, for a total amount not to exceed \$890,506;
- 2) Approve Agreement No. 09-45-067-08, Amendment No. 8 to Agreement No. 09-45-067-00, with Iteris, Inc. (Iteris) for the continued provision of operations and maintenance services for the Inland Empire 511 (IE511) system through June 30, 2021 for an additional amount of \$130,000, and a total amount not to exceed \$3,475,785;
- 3) Approve Agreement No. 14-41-156-07, Amendment No. 7 to Agreement No. 14-41-156-00, with Media Beef, Inc. (Media Beef) for the continued provision of programming and website/mobile application administration services for IE511 through June 30, 2021 for an additional amount of \$35,000, and a total amount not to exceed \$1,473,670;
- 4) Approve Agreement No. 19-45-080-02, Amendment No. 2 to Agreement No. 19-45-080-00, with SBCTA to extend the agreement through June 30, 2021 for reimbursement to the Commission for continued IE511 operations;
- 5) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreements on behalf of the Commission; and
- 6) Forward to the Commission for final action.

10. AGREEMENT FOR VANPOOL VEHICLE LEASING SERVICES

Page 81

Overview

This item is for the Committee to:

- 1) Award Agreement No. 21-41-021-00 to Airport Van Rental Vanpool, doing business as AVR Vanpool (AVR), for vanpool vehicle leasing services for a three-year term, plus one two-year option to extend the agreement, in an amount not to exceed \$875,000;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement, including option years, on behalf of the Commission; and
- 3) Forward to the Commission for final action.

11. 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.

12. ADJOURNMENT

The next Western Riverside County Programs and Projects Committee meeting is scheduled to be held at **1:30 p.m., Monday, November 23, 2020**, Board Chambers, First Floor, County Administrative Center, 4080 Lemon Street, Riverside.

AGENDA ITEM 5

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE

Monday, September 28, 2020

MINUTES

1. CALL TO ORDER

The meeting of the Western Riverside County Programs and Projects Committee was called to order by Chair Michael Vargas at 1:31 p.m. via Zoom Meeting ID: 817 3764 0492. Pursuant to Governor Newsom's Executive Order N-29-20, (March 18, 2020), the Western Riverside County Programs and Projects Committee meeting will only be conducted via video conferencing and by telephone.

2. ROLL CALL

Members/Alternates Present

Ben Benoit
Brian Berkson
Berwin Hanna
Jeff Hewitt*
Kevin Jeffries
Clint Lorimore
Wes Speake
Michael Vargas
Bill Zimmerman

*arrived after meeting was called to order

Members Absent

Yxstian Gutierrez
Andrew Kotyuk
Scott Vinton

3. PUBLIC COMMENTS

There were no requests to speak.

4. ADDITIONS/REVISIONS

There were no additions or revisions at this time.

5. APPROVAL OF MINUTES – JULY 27, 2020

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

At this time, Commissioner Jeff Hewitt arrived.

6. INLAND EMPIRE COMPREHENSIVE MULTIMODAL CORRIDOR PLAN ADOPTION

Jillian Guizado, Planning and Programming Manager, presented the background of the Inland Empire Comprehensive Multimodal Corridor Plan. Ms. Guizado introduced Gary Hamrick, Cambridge Systematics, to present the details of the Inland Empire Comprehensive Multimodal Corridor Plan.

Commissioner Kevin Jeffries commented the 60/215 East Junction has the worst congestion but this area is ruled out because of the lawsuit regarding the UCR area requiring that no more projects be done on that stretch of the freeway or the railway through the corridor.

Anne Mayer, Executive Director, responded there is still one more project from the freeway project along I-215 which is the addition of an HOV lane from Nuevo to Box Springs Road. BNSF has very little commercial enterprise along that corridor. BNSF does not plan on expanding south or east of Perris.

Ms. Mayer added this plan was necessary for RCTC to continue to apply for SB 1 congested corridor funding.

M/S/C (Benoit/Hewitt) to:

- 1) Adopt and confirm the Inland Empire Comprehensive Multimodal Corridor Plan (CMCP) is consistent with California Transportation Commission guidelines for CMCPs;**
- 2) Authorize staff to make minor changes as needed to keep the document current and accurate; and**
- 1) Forward to the Commission for final action.**

7. AMENDMENT TO AGREEMENT RELATED TO THE CONSTRUCTION OF THE RIVERSIDE DOWNTOWN LAYOVER FACILITY EXPANSION PROJECT

Bryce Johnston, Capital Projects Manager, presented the scope of the amendment to the agreement related to the construction of the Riverside Downtown Layover Facility Expansion project.

In response to Commissioner Bill Zimmerman's question regarding the soils report, Mr. Johnston stated a soils report was done but they underestimated how much soil was contaminated. One of the contaminants was diesel.

Mr. Johnston also discussed how many additional cubic yards of contaminated soil there were, the change order amounts and the hazardous waste facility where it was taken.

M/S/C (Hanna/Jeffries) to:

- 1) **Approve the increase in the contingency for Agreement No. 19-33-029-00 with Reyes Construction, Inc., for the construction of the Riverside Downtown Layover Facility Expansion Project (Project) in the amount of \$455,000, for a revised contingency of \$875,142, and a total amount not to exceed \$5,255,000;**
- 2) **Approve an increase of \$300,000 in the FY 2020/21 budget for construction expenditures related to the Project; and**
- 3) **Forward to the Commission for final action.**

8. AMENDMENT TO CONSTRUCTION MANAGEMENT AGREEMENT FOR THE LA SIERRA STATION EXPANSION PROJECT

Mr. Johnston presented the details of the amendment to the construction management agreement for the La Sierra Station expansion project.

Mr. Johnston clarified for Commissioner Hewitt the construction went through two design firms and there were a few electrical setbacks.

Ms. Mayer added that it is not uncommon for smaller projects to have a higher percentage of support. The amount of effort needed to be put in to the smaller projects is close to that of the larger projects.

M/S/C (Benoit/Lorimore) to:

- 1) **Approve Agreement No. 16-24-080-03, Amendment No. 3 to Agreement 16-24-080-00, with S2 Engineering, Inc. (S2) to complete construction management (CM) services, materials testing, and construction survey services for the La Sierra Station Expansion Project, for an additional amount of \$102,069 and a total amount not to exceed \$940,469;**
- 2) **Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreements on behalf of the Commission; and**
- 3) **Forward to the Commission for final action.**

9. COMMISSIONERS / STAFF REPORT

There were no Commissioner or Executive Director comments.

10. ADJOURNMENT

There being no further business for consideration by the Western Riverside County Programs and Projects Committee, the meeting was adjourned at 2:12 p.m.

Respectfully submitted,

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

Lisa Mobley
Clerk of the Board

AGENDA ITEM 6

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	October 26, 2020
TO:	Western Riverside County Programs and Projects Committee
FROM:	Anthony Parada, Senior Management Analyst Jennifer Crosson, Toll Operations Manager
THROUGH:	Michael Blomquist, Toll Program Director
SUBJECT:	15 Express Lanes Administrative Review Hearing Officer Services Agreement

STAFF RECOMMENDATION:

This item is for the Committee to:

- 1) Approve Agreement No. 21-31-011-00 with David Cyprien for 15 Express Lanes administrative review hearing officer services for a five-year term in an amount not to exceed \$100,000;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement on behalf of the Commission; and
- 3) Forward to the Commission for final action.

BACKGROUND INFORMATION:

Toll revenue collection is vital to the success of the 15 Express Lanes. Enforcement of toll violations is a critical component of toll revenue collections. In June 2019, the Commission adopted Violation Ordinance No. 19-001 (Ordinance) setting forth the administrative procedures and penalties for the processing of toll evasion violations for the express lanes. The administrative procedures contained in the Ordinance are in strict adherence to the requirements set forth in California Vehicle Code (CVC) Section 40250, et. seq.

The Ordinance, as required by the CVC, sets forth a process for toll evasion violations to be contested and subsequently appealed through an administrative review hearing. The administrative review hearing must be conducted by a reviewer who meets the requirements of the CVC set forth as follows:

1. The administrative reviewer must be designated to conduct the reviews by the issuing agency's governing body or chief executive officer;
2. The administrative reviewer shall have no financial interest in the facility;
3. The administrative reviewer shall demonstrate those qualifications, training, and objectivity prescribed by the issuing agency's governing body or chief executive as are necessary and which are consistent with the duties and responsibilities set forth in the CVC; and

4. The examiner's continued employment, performance evaluation, compensation, and benefits shall not be directly or indirectly linked to the amount of fines collected by the examiner.

To meet the requirements of the Ordinance and CVC, staff searched for candidates who met the qualifications stated above through the California Public Parking Association (CPPA). CPPA provides training and certification for parking citation hearing officers throughout the state. CPPA maintains a list of hearing officers with current certificates.

The Commission's Procurement Policy Manual requires three quotes be obtained for professional services agreements up to \$250,000. Staff solicited proposals from ten officers who reside in Southern California and received four responses. Interviews were conducted with the two reviewers submitting the lowest hourly rate proposals to determine qualifications and ability to respond to the Commission's needs to conduct administrative review hearings. Staff determined that David Cyprien submitted the most cost-effective proposal, meets the qualifications, and has sufficient availability to respond to the Commission's needs.

Mr. Cyprien maintains a current CPPA certificate, has over nine years of experience as a parking citation hearing officer and two years as a toll evasion violation hearing officer. Mr. Cyprien proposed the lowest rate and offered the most flexibility in terms of schedule availability. Staff is familiar with Mr. Cyprien's work as the administrative hearing officer for the 91 Express Lanes and is confident that Mr. Cyprien will offer a fair and impartial hearing process for the 15 Express Lanes.

The proposed agreement with Mr. Cyprien provides for the scheduling of hearings as frequently as needed and payment on a time and material basis, with a minimum payment to be provided when the Commission transmits a batch of cases to Mr. Cyprien for administrative review. Staff seeks a five-year term to allow for continuity in processes between the toll system provider and the administrative reviewer. The five-year agreement amount of \$100,000 provides for \$20,000 in services each year. Hearings will be scheduled every three weeks to meet the time requirements set forth in the CVC. Based on the required frequency for hearings and the number of hearings currently performed for the 91 Express Lanes, it is estimated that hearing services will cost approximately \$20,000 a year.

Staff recommends the award of Agreement No. 21-31-011-00 to David Cyprien for administrative review hearing officer services for a five-year term in an amount not to exceed \$100,000.

The FY 2020/21 budget includes an amount for administrative review hearing officer services; therefore, a budget adjustment is not required.

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2020/21 FY 2021/22+	Amount:	\$20,000 \$80,000
Source of Funds:	Toll Revenues			Budget Adjustment:	No N/A
GL/Project Accounting No.:	001599 77114 00000 0000 515 31 73002				
Fiscal Procedures Approved:	<i>Theresa Trevino</i>			Date:	10/12/2020

Attachment: Draft Agreement No. 21-31-011-00 with David Cyprien

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ADMINISTRATIVE REVIEW
HEARING OFFICER SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 2020, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and David Cyprien, an individual ("Contractor").

2. RECITALS.

2.1 Contractor desires to perform and assume responsibility for the provision of administrative review hearing officer services required by Commission on the terms and conditions set forth in this Agreement. Contractor represents that he is experienced in providing administrative review hearing officer services to public clients in California, is familiar with the provisions of Vehicle Code section 40250, et. seq., possess a California Public Parking Association certification, and is familiar with the requirements of Commission.

2.2 Contractor represents that he has those qualifications, training, and objectivity as are necessary for performance of this Agreement, and as may be further specified herein.

2.3 Commission desires to engage Contractor to render administrative review hearing officer services for the 15 Express Lanes (the "Project") as set forth herein and as required by the Commission's ordinance and California Vehicle Code 40250, et. seq.

3. TERMS.

3.1 General Scope of Services. Contractor promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide administrative review hearing officer services "Services". The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.1.1 Independent Decision-making. Contractor shall provide neutral, independent decision-making. Contractor's continued employment, performance evaluation, compensation, and benefits shall not be directly or indirectly linked to the amount of fines collected by Contractor.

3.2 Term. The term of this Agreement shall be five (5) years commencing on the date first specified above, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.3 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with any Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical ability required to perform the Services in conformance with such conditions.

3.4 Independent Contractor. The Services shall be performed by Contractor. Contractor will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Contractor on an independent contractor basis and Contractor is not an employee of Commission. Contractor retains the right to perform similar or different services for others during the term of this Agreement.

3.5 Conformance to Applicable Requirements. All work and Services performed by Contractor shall conform to the applicable requirements under this Agreement.

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

3.7 Standard of Care; Licenses. Contractor shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor shall perform, at his own cost and expense and without reimbursement from Commission, any Services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein, 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 Contractor's errors and omissions.

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

3.9 Insurance.

3.9.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this section, in a form and with insurance companies acceptable to the Commission.

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

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

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$300,000 per accident for bodily injury and property damage; and (3) *if Contractor has employees, Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

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

(A) General Liability.

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

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

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

(iv) The additional insured coverage under the policy shall be primary.

(B) Automobile Liability. [Reserved.]

(C) Workers' Compensation and Employers Liability Coverage.

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

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

(D) All Coverages.

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

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

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

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

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

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

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

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

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

3.9.4 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission.

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

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

3.10 Fees and Payment.

3.10.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto. The total compensation shall not exceed One Hundred Thousand Dollars (\$100,000) without written approval of Commission's Executive Director ("Total Compensation").

3.10.2 Payment of Compensation. Contractor shall submit to Commission a monthly statement which indicates the cases completed and respective hours of Services rendered by Contractor. The statement shall include the number of hours of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 45 days of receiving such statement, review the statement and

pay all approved charges thereon.

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

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

3.12 Termination of Agreement.

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

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

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

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

CONTRACTOR:
David Cyprien
2454 Paseo de Toronto
Yorba Linda, CA 92887

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.

3.14 Ownership of Materials/Confidentiality.

3.14.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission to copy or use any and all copyrights embodied in materials, data and other documents or works of authorship fixed in any tangible medium of expression, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data").

3.17.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright and other proprietary rights) in all documents, and any and all works of authorship fixed in any tangible medium or expression ("Intellectual Property") prepared by Contractor under this Agreement.

3.15.3 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 Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of Commission, be used by Contractor 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.

Personally identifiable information of any person who subscribes to an electronic toll system or who uses a toll bridge, toll lane, or toll highway that employs an electronic toll collection system ("PII") provided to Contractor for purposes of the Services is subject to confidentiality requirements under Streets & Highways Code section 31490 ("Section 31490"). Disclosure of PII is a violation of Section 31490 subject to damages. Contractor 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 Section 31490.

Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be

deemed confidential. Contractor shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

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

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

3.18 Indemnification. Contractor shall defend, indemnify and hold the Commission, its directors, officials, officers, agents, Contractors, employees and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of the Contractor, his employees, agents or subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation, the payment of all consequential damages, attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor'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 the Commission, its directors, officials, officers, agents, Contractors, employees and volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Commission or its directors, officials, officers, agents, Contractors, employees and volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse the Commission and its directors, officials, officers, agents, Contractors, employees and 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. Contractor's obligation to indemnity shall not be restricted to insurance proceeds, if any, received by the Commission or its directors, officials, officers, agents, Contractors, employees and volunteers.

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

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

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

3.22 Commission's Right to Employ Other Contractors. The Commission reserves the right to employ other Contractors in connection with this Project.

3.23 Prohibited Interests and Conflicts.

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

3.23.2 Conflict of Interest.

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

(B) Contractor represents and warrants that Contractor has no financial interest in the I-15 Express Lanes.

3.23.3 Conflict of Employment. Employment by the Contractor 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 Contractor 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 Contractor securing this or related Agreements with the Commission, is prohibited.

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

3.24 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related

to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.25 Subcontracting. Contractor shall not subcontract any portion of the work or Services required by this Agreement.

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

3.27 Subpoenas or Court Orders. Should Contractor receive a subpoena or court order related to this Agreement, the Services or the Project, Contractor shall immediately provide written notice of the subpoena or court order to the Commission. Contractor 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. Contractor shall be entitled to reimbursement for Contractor's actual costs incurred in responding to any such subpoena or court order, provided that Contractor has complied with this provision, and that an amendment to this Agreement has been executed, if required by Commission, to authorize such additional costs.

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

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

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

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

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

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

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

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

3.36 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ADMINISTRATIVE REVIEW HEARING OFFICER SERVICES**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**CONTRACTOR
DAVID CYPRIEN**

By: _____
Anne Mayer
Executive Director

By: _____

Approved as to Form:

By: _____
Best Best & Krieger LLP
General Counsel

EXHIBIT "A"

SCOPE/COMPENSATION OF SERVICES

Contractor shall provide on-call administrative hearing services for the Commission for Commission operated Express Lanes to achieve an independent decision for contested violations. Hearings will be held in person, by video conference, or by mail/in writing. Services may include but not be limited to:

- Application of the California Vehicle Code regarding toll evasion violations notices.
- Adjudicate informal hearings in an ethical and professional manner.
- Conduct the review in accordance with the written procedure established by the Commission which are intended to ensure fair and impartial review of contested toll evasion violations.
- Ensure hearing procedures are adhered to in an ethical and professional manner.
- Communicate clearly, concisely, and effectively, orally and in writing.
- Evaluate and analyze information and evidence provided and determine its relevance in the hearing.
- Impartially consider information and evidence provided and determine facts.
- Provide a written decision within 72 hours of the scheduled hearing date detailing the reasons for the decision based solely upon evidence and information presented at the hearing.
- Provide video conference platform to conduct hearings.

Commission will provide a room at 301 Corporate Terrace, Corona, CA for in person hearings. Contractor shall provide all other materials and equipment needed to conduct the hearings by all methods. Hearings will be conducted during Commission's regular business hours and at a date and time mutually agreed upon by Contractor and Commission.

Contractor shall work with Commission staff and/or its contractor to establish scheduling procedures and method of delivery of case documents to Contractor.

Contractor will provide services only at the request of the Commission's Toll Department or by authorized contracted staff.

Contractor shall comply with all relevant conflict of interest disclosure requirements and maintain the highest ethical standards both, publicly and privately, including the avoidance of conflicts of interest.

COMPENSATION

The Commission intends to electronically or physically deliver one or more cases per month to Contractor. Each month's delivery is referred to as a "batch of cases", regardless of the number of cases delivered per month.

Hourly rate of \$100 per hour, with a minimum of \$200 for each batch of cases delivered to Contractor. There is no compensation when no cases are delivered to Contractor.

The minimum fee per batch of cases includes compensation for Contractor to be available for at least one day per month to conduct hearings on a date agreed upon by Contractor and the Commission. The batch of cases shall be delivered to Contractor at least seven (7) calendar days prior to the scheduled hearing date.

AGENDA ITEM 7

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	October 26, 2020
TO:	Western Riverside County Programs and Projects Committee
FROM:	Hector Casillas, Acting Right of Way Manager
THROUGH:	Marlin Feenstra, Project Delivery Director
SUBJECT:	Request to Declare Real Property as Surplus

STAFF RECOMMENDATION:

This item is for the Committee to:

- 1) Declare as surplus the real properties in the cities of Riverside, Perris, Hemet, and San Jacinto, as specifically identified in this report and attachments;
- 2) Authorize the Executive Director to notify public agencies pursuant to California Government Code (Government Code) Section 54220 et.seq the properties are available;
- 3) Authorize the Executive Director to offer the surplus properties for sale to the public should no response be received; and
- 4) Forward to the Commission for final action.

BACKGROUND INFORMATION:

Staff completed a review of the Commission's real property inventory and determined it would be in the Commission's best interest to declare four parcels as surplus and offer them for sale.

The parcels proposed to be declared as surplus are owned in fee-simple by the Commission. These parcels were acquired as part of the 60/91/215 interchange project and the San Jacinto Branch Line purchase.

Process

After being declared surplus, staff will follow the Commission's right of way policies and procedures, state laws, and any applicable funding requirements to dispose of the properties.

Pursuant to the Government Code Section 54220, et.seq., letters will be prepared notifying the appropriate public agencies and any other qualifying entities of the Commission's decision to declare the properties surplus, unless an exemption to the government code applies. If interested, the public agency(s) shall notify the Commission in writing of its intent to purchase or lease the land within 60 days after receipt of the Commission's notification of intent to sell the land. If no public agency expresses interest in the parcels, the parcels will then be offered for sale to the public.

In certain circumstances, when a parcel is identified as “exempt,” the 60-day notification requirements do not apply, as defined by the Government Code.

Staff will obtain an appraisal for all the surplus properties to determine the current fair market value. Typically, surplus property is advertised for sale, utilizing the Commission’s website, online publications, and signage on the property. An invitation for bids will be added to the Available Properties section of the Commission’s website, and a defined submittal date will be provided.

Staff will review the offers received based on the following criteria:

- 1) Price; and
- 2) Terms and conditions of sale.

All applicants will be required to complete the Commission’s Conflict of Interest form.

Staff will return to the Commission for approval before entering into a purchase and sale agreement.

Properties

During the real property inventory exercise, staff identified a total of four parcels for declaration of surplus located in the cities of Riverside, Perris, Hemet, and San Jacinto. Detailed property descriptions and aerial exhibits are included in the agenda item.

The property in the city of Riverside is located near Orange Street and the 60/91/215 interchange and is 18,065 square feet in size. In 2013 the Commission declared the majority of the 60/91/215 interchange project properties surplus with the exception of two areas, a 1.48-acre area and a 3.04-acre area bisected by a flood control channel, for a future connector between SR-60 and SR-91 in the city of Riverside as identified in a project study report from the late 1990’s. Currently, the Commission and Caltrans do not have plans to construct the connector. After careful consideration and interest from the contiguous property owner, Mr. Jim Guthrie, to develop a 18,065 square foot portion from the larger 3.04-acre parcel, staff is recommending a 18,065 square foot portion be declared surplus. Doing so would reduce the parcel to approximately 2.63 acres in size and will allow the Commission to reserve enough right of way in the event there is a need for the connector in the distant future.

The property in the city of Perris is located near D Street and San Jacinto Ave and is 43,671 square feet in land area. The property is improved with the Perris Senior Center and Banta Beatty Park, owned by the city. Commission staff has been in negotiations with the city to transfer the property to the city. Therefore this qualifies as an exempt surplus parcel under the government code since the transfer of the property is to another public entity, the city of Perris. The exemption also allows the Commission to waive the 60-day notice requirement to public agencies.

The remaining two properties are part of a former railroad “wye” in the cities of Hemet and San Jacinto. Both properties are located near S. State Street and W. Esplanade Ave. The first is in the city of Hemet and is 18,947 square feet in size. The second is in the city of San Jacinto and is 20,615 square feet in size.

The four parcels are no longer necessary by the Commission. Staff requests the Commission declare the parcels in the following table as surplus property and authorize the Executive Director to offer the surplus property for sale. The proceeds from the sales of these properties have not been included in the FY 2020/2021 budget; a budget adjustment is not required for potential revenues.

Information regarding the surplus property is detailed in the following table:

Parcel	Location	APN	Square Feet	Acres	Zoning
1	60/91/215 I/C City of Riverside	209-070-016	18,065	0.41	Commercial
2	N/O San Jacinto Avenue City of Perris	N/A: Please See Legal and Plat (Portion)	43,671	1.00	Residential
3	W/O State Street City of Hemet	439-022-018	18,947	0.43	Commercial
4	E/O State Street City of San Jacinto	439-070-065 (Portion)	20,615	0.47	Commercial
Total			101,298	2.31	

Financial Information					
In Fiscal Year Budget:	No	Year:	FY 2020/2021	Amount:	Undetermined
Source of Funds:	Property sale proceeds			Budget Adjustment:	No
GL/Project Accounting No.:	652402 416 41608 0000 265 33 41204 (Rail properties) 003999 416 41608 0000 222 31 41204 (Highway properties)				
Fiscal Procedures Approved:	<i>Theresa Trevino</i>			Date:	10/15/2020

Attachments:

- 1) Legal Description and Plat Maps
- 2) Aerial Exhibits

Parcel 1: City of Riverside

EXHIBIT "A"
LEGAL DESCRIPTION

IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA:

THOSE PORTIONS OF LOTS 51 AND 52 OF THE LANDS OF THE SOUTHERN CALIFORNIA COLONY ASSOCIATION, AS SHOWN BY MAP FILED IN BOOK 7, PAGE 3 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF ORANGE STREET, SAID LINE BEING PARALLEL WITH AND 35.00 FEET SOUTHEASTERLY OF THE CENTERLINE OF SAID STREET PER MAP FILED IN BOOK 83, PAGES 94 THROUGH 97, INCLUSIVE OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, AND THE NORTHEASTERLY LINE OF STATE ROUTE 60 AS SHOWN ON SAID RECORD OF SURVEY, THE INTERSECTION POINT BEING DESCRIBED AS THE MOST WESTERLY CORNER OF VISTA STREET PER CITY OF RIVERSIDE RESOLUTION NO. 17672, RECORDED FEBRUARY 23, 1995 AS INSTRUMENT NO. 056345 OF OFFICIAL RECORDS;

THENCE SOUTH 74°16'27" EAST, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 79.14 FEET TO AN ANGLE POINT THEREIN;

THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE, SOUTH 55°38'39" EAST, A DISTANCE OF 512.58 FEET TO AN ANGLE POINT THEREIN;

THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE, SOUTH 64°43'40" EAST, A DISTANCE OF 132.08 FEET TO A "1 INCH IRON PIPE WITH TAG, RCE 21740" PER SAID RECORD OF SURVEY;

THENCE NORTH 77°07'08" EAST, ON A DIRECT LINE BETWEEN SAID 1 INCH IRON PIPE AND THE MOST WESTERLY CORNER OF PARCEL 17754-01-01 PER RIGHT OF WAY MAP NO. 67308-02 ON FILE AT THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, DISTRICT 8 OFFICE, A DISTANCE OF 722.82 FEET;

THENCE SOUTH 32°33'52" EAST, A DISTANCE OF 11.67 FEET TO THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF CHARLES STREET (VACATED) DESCRIBED IN DOCUMENT RECORDED OCTOBER 3, 1929 IN BOOK 827, PAGE 564 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 32°33'52" EAST, A DISTANCE OF 67.81 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAS A RADIUS OF 221.50 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°38'48", AN ARC LENGTH OF 106.88 FEET;

THENCE TANGENT TO LAST SAID CURVE, SOUTH 60°12'40" EAST, 96.85 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 375.00 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°52'41", AN ARC LENGTH OF 189.01 FEET;

THENCE NON-TANGENT TO LAST SAID CURVE, SOUTH 3°56'26" WEST, 4.95 FEET TO THE MOST WESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND SHOWN AS SEGMENT "D" PER MAP OF RELINQUISHMENT FILED IN BOOK 3, PAGE 5 OF STATE HIGHWAY MAPS, RECORDS OF RIVERSIDE COUNTY;

THENCE NORTH 29°51'10" EAST ALONG THE NORTHWESTERLY LINE OF SAID SEGMENT "D", A DISTANCE OF 8.00 FEET TO THE SOUTHWESTERLY LINE OF THAT CERTAIN 7.00 FOOT WIDE STRIP DESCRIBED IN DOCUMENT RECORDED OCTOBER 4, 1963 AS INSTRUMENT NO. 105188, IN BOOK 3503, PAGE 148 OF OFFICIAL RECORDS;

THENCE NORTH 60°15'55" WEST ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 145.84 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 29°43'35" EAST ALONG THE NORTHWESTERLY LINE THEREOF, A DISTANCE OF 7.00 FEET TO SAID SOUTHWESTERLY LINE OF CHARLES STREET;

THENCE NORTH 60°15'55" WEST ALONG SAID SOUTHWESTERLY LINE AND THE NORTHWESTERLY PROLONGATION THEREOF, A DISTANCE OF 297.12 FEET TO THE **TRUE POINT OF BEGINNING**.

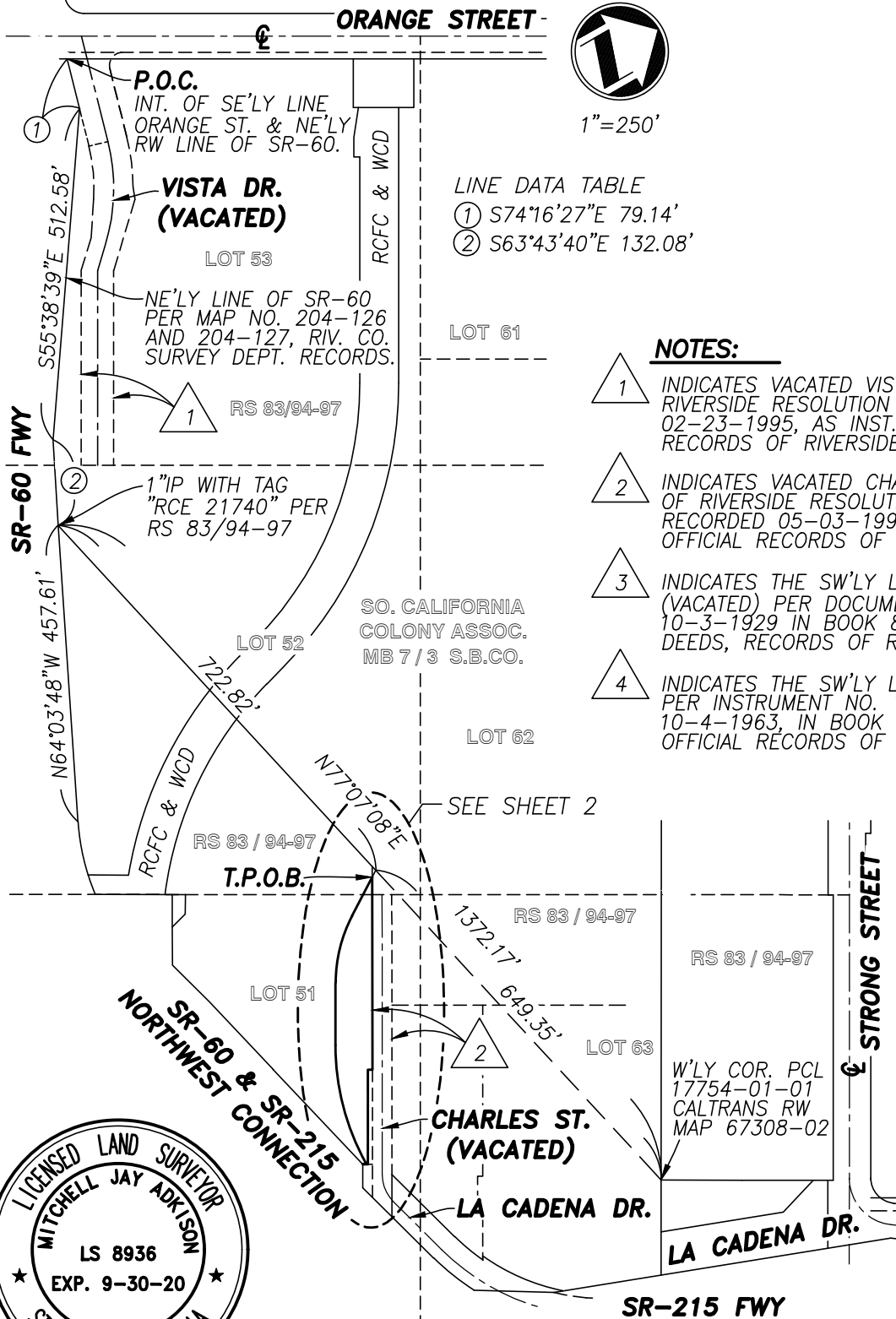
CONTAINING 18,065 SQUARE FEET, MORE OR LESS.

PREPARED BY ME OR UNDER MY DIRECTION

MITCHELL JAY ADKISON, PLS 8936

EXHIBIT "B"

SHEET 1 OF 2



PLAT PREPARED BY:
adkan
ENGINEERS
 Civil Engineering • Surveying • Planning
 6879 Airport Drive, Riverside, CA 92504
 Tel: (951) 688-0241 • Fax: (951) 688-0599

JOB NO. 9179

DATE: 03-11-2020

CLIENT: AFG DEVELOPMENT, LLC

APPROVED BY:

MITCHELL JAY ADKISON, PLS 8936

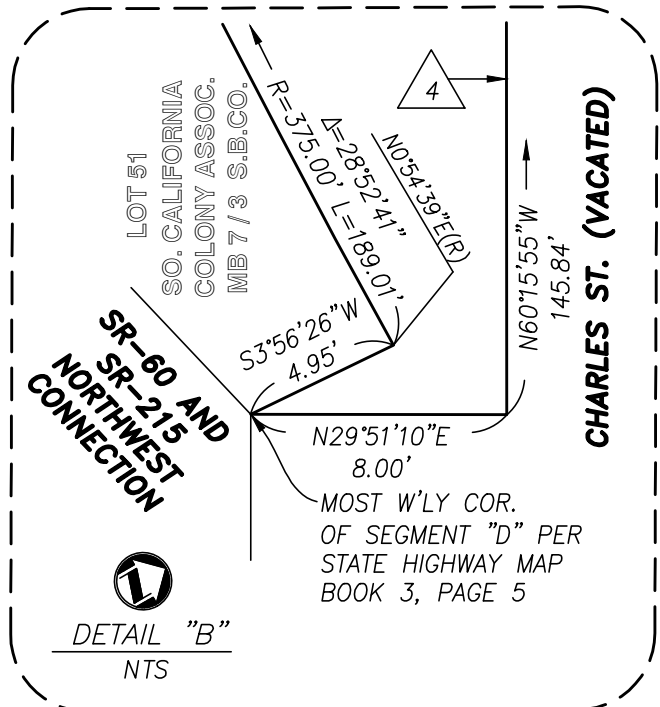
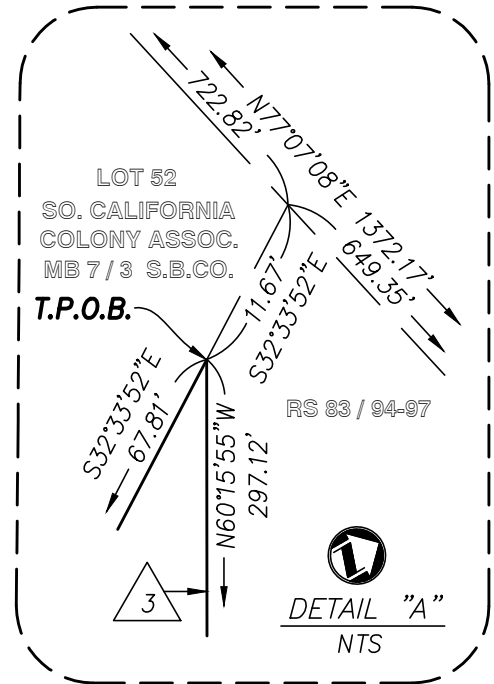
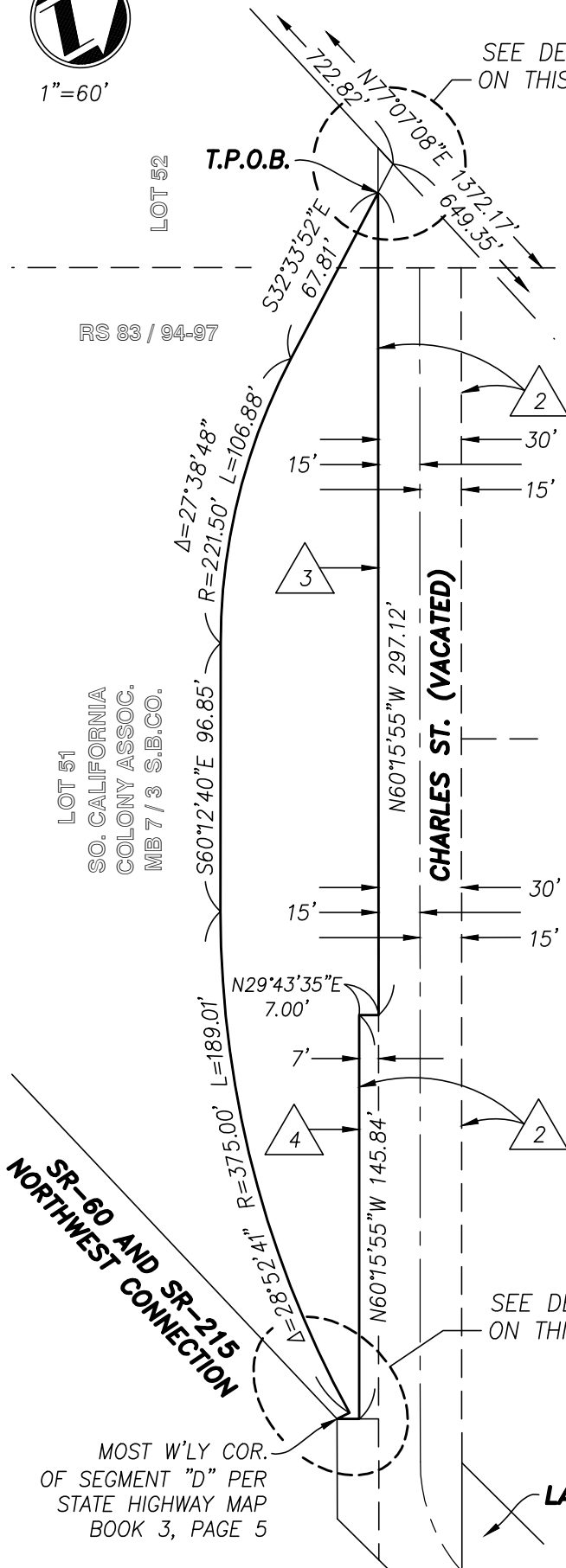
PLAT TO ACCOMPANY
 LEGAL DESCRIPTION

EXHIBIT "B"

SHEET 2 OF 2



1"=60'



Parcel 2: City of Perris

EXHIBIT 'A' LEGAL DESCRIPTION LOTS 1 THROUGH 28

That portion of Lots 1 through 28 inclusive, as shown on Greater Perris Tract, filed in Book 13, page 99 of Maps, Records of Riverside County, as located within Parcel 30 as described in Correction Grant Deed and Grant of Easement, Instrument No. 191848, Recorded May 10, 1994, Records of said County, also as shown on Record of Survey filed in Book 136, Pages 2 and 3 of Surveys, Records of said County, located in Section 30, Township 4 South, Range 3 West, San Bernardino Base Meridian, in the City of Perris, County of Riverside, State of California, more particularly described as follows:

Commencing at the southeast corner of said Lot 1;

Thence along the southerly line of said Lot 1 North $89^{\circ}37'31''$ West 142.30 feet to the easterly line of said Parcel 30 and the **Point of Beginning**;

Thence along said easterly line North $04^{\circ}56'33''$ East 651.29 feet to the beginning of a curve concave westerly having a radius of 2964.93 feet;

Thence northerly along said curve an arc length of 52.55 feet through a central angle of $01^{\circ}00'56''$ to the westerly line of 'D' Street (30.00-foot half width), formerly Main Street, as shown on said Greater Perris Tract;

Thence along said westerly line North $06^{\circ}39'59''$ West 348.72 feet to the northerly line of said Lot 28;

Thence along said northerly line North $89^{\circ}40'59''$ West 5.75 feet to the westerly line of said Greater Perris Tract, being the beginning of a non-tangent curve concave westerly having a radius of 2914.93, a line radial to said beginning bears North $87^{\circ}14'12''$ East;

Thence along said westerly line the following two (2) courses;

1. Southerly along said curve arc length of 394.78 feet through a central angle of $07^{\circ}45'35''$;
2. South $04^{\circ}56'33''$ East 655.36 feet to said southerly line of Lot 1;

Thence along said southerly line South $89^{\circ}37'31''$ East 50.16 feet to the **Point of Beginning**.

The above described parcel contains 43,671 square feet (1.00 acres) more or less.

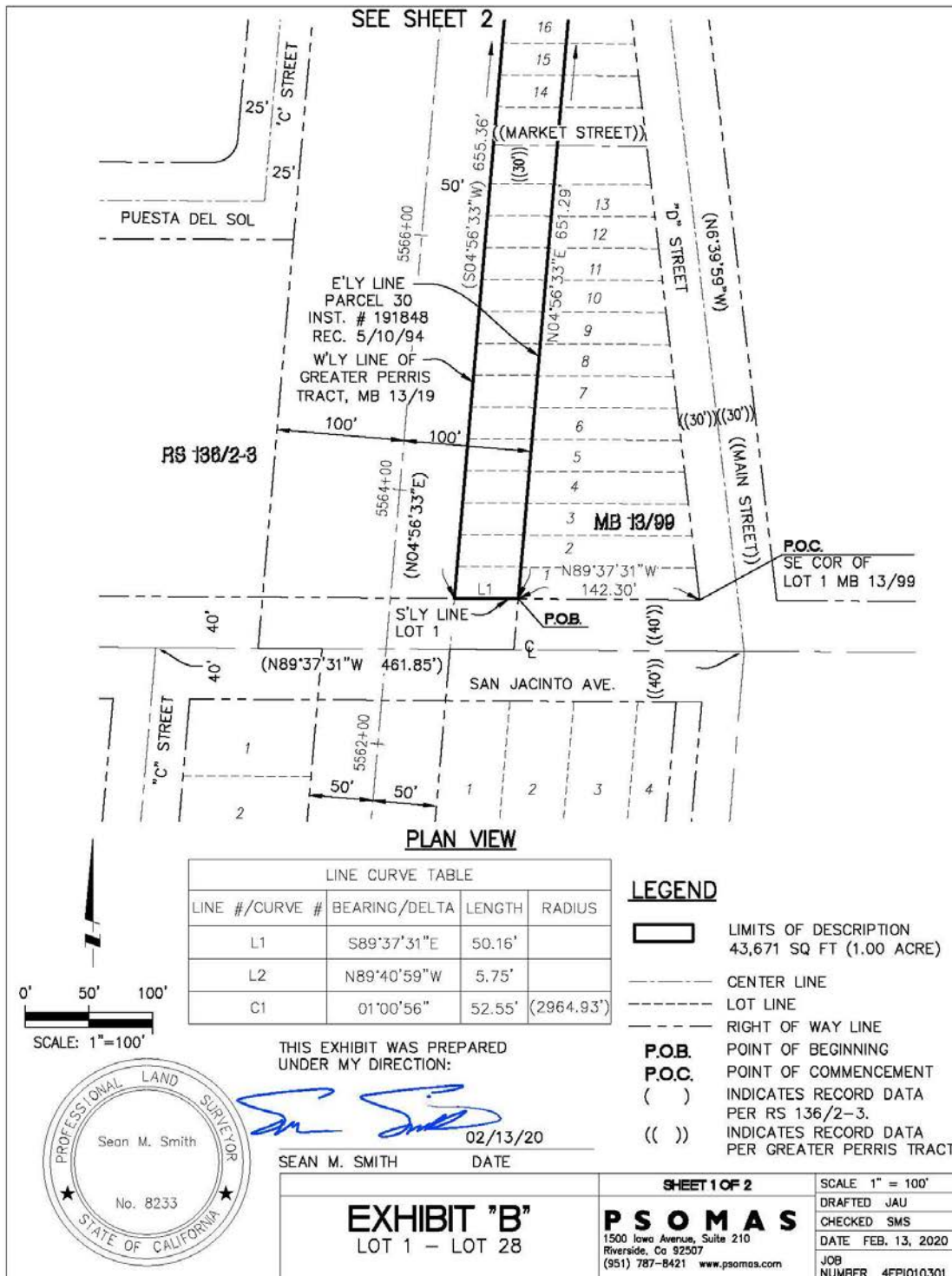
See Exhibit "B" attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.


Sean Smith, PLS 8233

02/13/20
Date





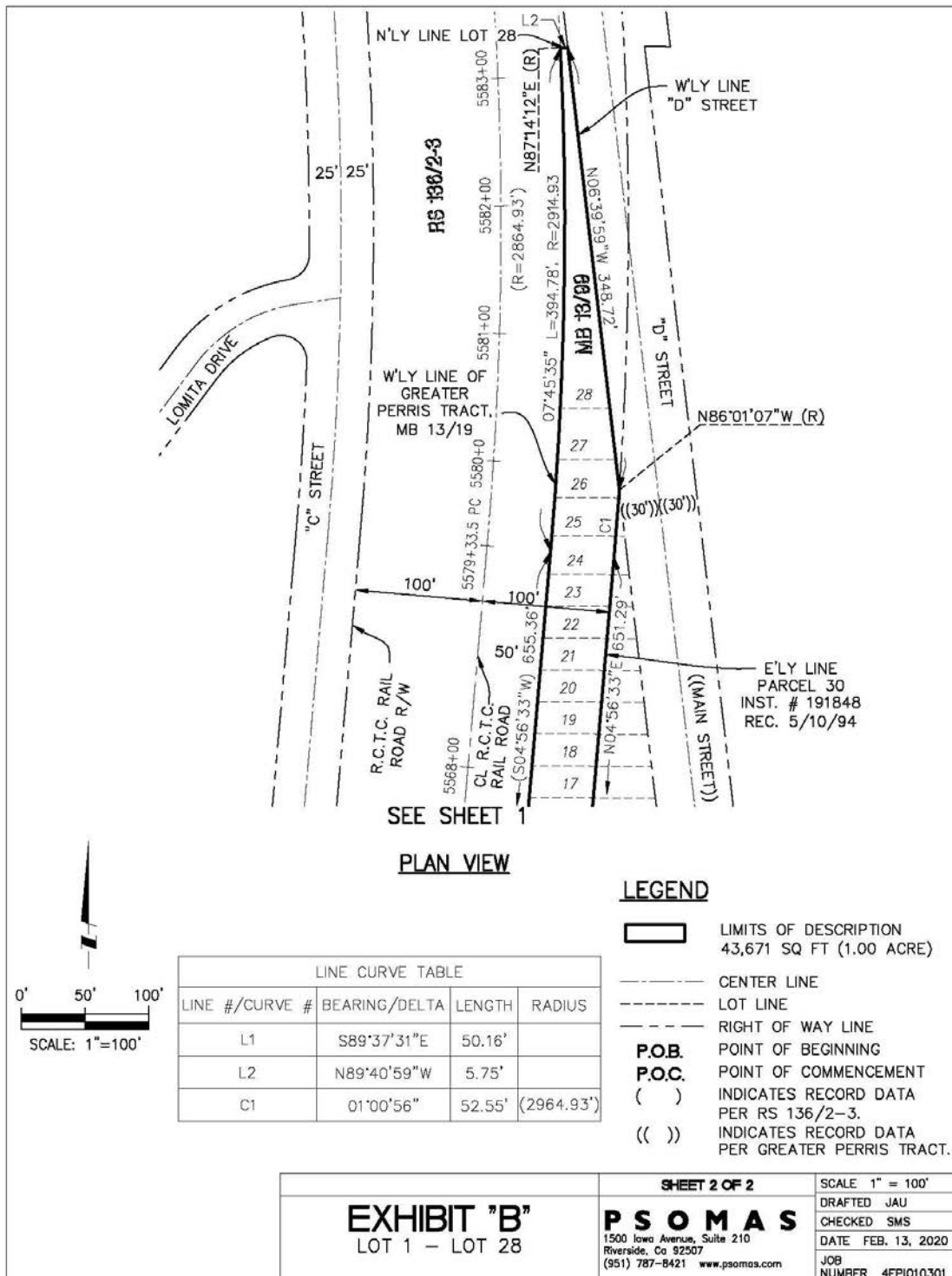


EXHIBIT "A"
LEGAL DESCRIPTION

That portion of the Atkins, Topeka and Santa Fe Rail Road right of way located in Section 3, Township 5 South, Range 1 West, San Bernardino Meridian in the City of Hemet, County of Riverside, State of California, more particularly described as follows:

Commencing at the intersection of Esplanade Avenue (30.00 feet half width) and State Street (30.00 feet half width) as shown on Tract No. 2391 recorded in Map Book 45, pages 68 through 69 in the Office of the County Recorder of said County;

Thence along the centerline of said State Street South 00°00'00" West a distance of 990.64 feet to the point of intersection of said centerline of Atkins, Topeka, and Santa Fe Rail Road (30 feet wide, 15.00 feet of even width on each side of the centerline);

Thence along said centerline of Atkins, Topeka, and Santa Fe Rail Road South 89°57'21" West a distance of 30.00 feet to the westerly right of way line of said State Street and the **TRUE POINT OF BEGINNING**;

Thence along said westerly right of way line South 00°00'00" West a distance of 15.00 feet to the northerly boundary line of the Mesa Terrace Tract recorded in Map Book 8, page 46 in the Office of the County Recorder of said county and the southerly right of way line of said Atkins, Topeka, and Santa Fe Rail Road;

Thence along said northerly boundary line and said southerly right of way line South 89°57'21" West a distance of 631.50 feet to the westerly right of way line of said Atkins, Topeka, and Santa Fe Rail Road;

Thence continuing along said northerly boundary line and said westerly right of way line North 00°00'25" West a distance of 15.00 feet to the centerline of said Atkins, Topeka, and Santa Fe Rail Road and the southerly boundary line of Parcel 8 of said Tract No. 2391;

Thence continuing along said southerly boundary line and westerly right of way line of said Atkins, Topeka, and Santa Fe Rail Road North 00°00'25" West a distance of 15.00 feet to the northerly right of way line of said Atkins, Topeka, and Santa Fe Rail Road;

Thence along said northerly right of way line and said southerly boundary line North 89°57'21" East a distance of 131.50 feet to easterly boundary line of said Parcel 8;

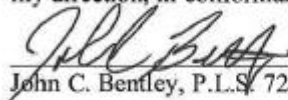
Thence continuing along said northerly right of way line North 89°57'21" East a distance of 500.00 feet to said westerly right of way line of State Street (30.00 feet wide);

Thence along said westerly right of way line South 00°00'00" West a distance of 15.00 feet to the **TRUE POINT OF BEGINNING**.

Containing: 18,947 sq.ft. more or less.

As shown on Exhibit "B" attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.


John C. Bentley, P.L.S. 7223

1/22/20
Date



Parcel 4:City of San Jacinto

Page 1 of 2

EXHIBIT "A"
LEGAL DESCRIPTION

That portion of the Atkin, Topeka and Santa Fe Rail Road right of way located in Section 3, Township 5 South, Range 1 West, San Bernardino Meridian in the City of San Jacinto, County of Riverside, State of California, lying within the boundary of Parcel Map No. 22505 recorded in Parcel Map Book 158, pages 42 and 43 in the Office of the County Recorder of said county, more particularly described as follows:

A 30.00 feet wide strip of land, lying within said Parcel Map No. 22505, more particularly described as follows:

Commencing at the northeast corner of Parcel 2 of said Parcel Map No. 22505;

Thence along the east boundary line of said Parcel 2 South $00^{\circ}06'42''$ West a distance of 51.47 feet to the point of intersection of said easterly boundary line and the northwesterly boundary line of said Atkins, Topeka, and Santa Fe Rail Road and the **TRUE POINT OF BEGINNING**;

Thence continuing South $00^{\circ}06'42''$ West a distance of 97.07 feet to the point of intersection of said easterly boundary line and the southeasterly boundary line of said Atkins, Topeka, and Santa Fe Rail Road, said point is on a 587.96 feet radius non-tangent curve, concave northwesterly, a radial line of said curve from said point bears South $67^{\circ}19'29''$ East;

Thence southwesterly along said non-tangent curve through a central angle of $54^{\circ}24'44''$ an arc distance of 558.37 feet to the southerly boundary line of said Parcel Map No. 22505;

Thence along said southerly boundary line North $89^{\circ}56'39''$ West a distance of 164.44 feet to the easterly right of way line of State Street (44.00 feet half width);

Thence along said easterly right of way line North $00^{\circ}05'00''$ East a distance of 15.00 feet to said northwesterly boundary line of the Atkins, Topeka, and Santa Fe Rail Road;

Thence along said northwesterly boundary line South $89^{\circ}56'39''$ East a distance of 32.48 feet to the beginning of a 557.96 radius curve, concave northwesterly;

Thence northeasterly along said curve through a central angle of $76^{\circ}37'42''$ an arc distance 746.22 feet to the point of intersection of said easterly boundary line and the northwesterly boundary line of said Atkins, Topeka, and Santa Fe Rail Road and the **TRUE POINT OF BEGINNING**.

Containing: 20,615 sq.ft. more or less.

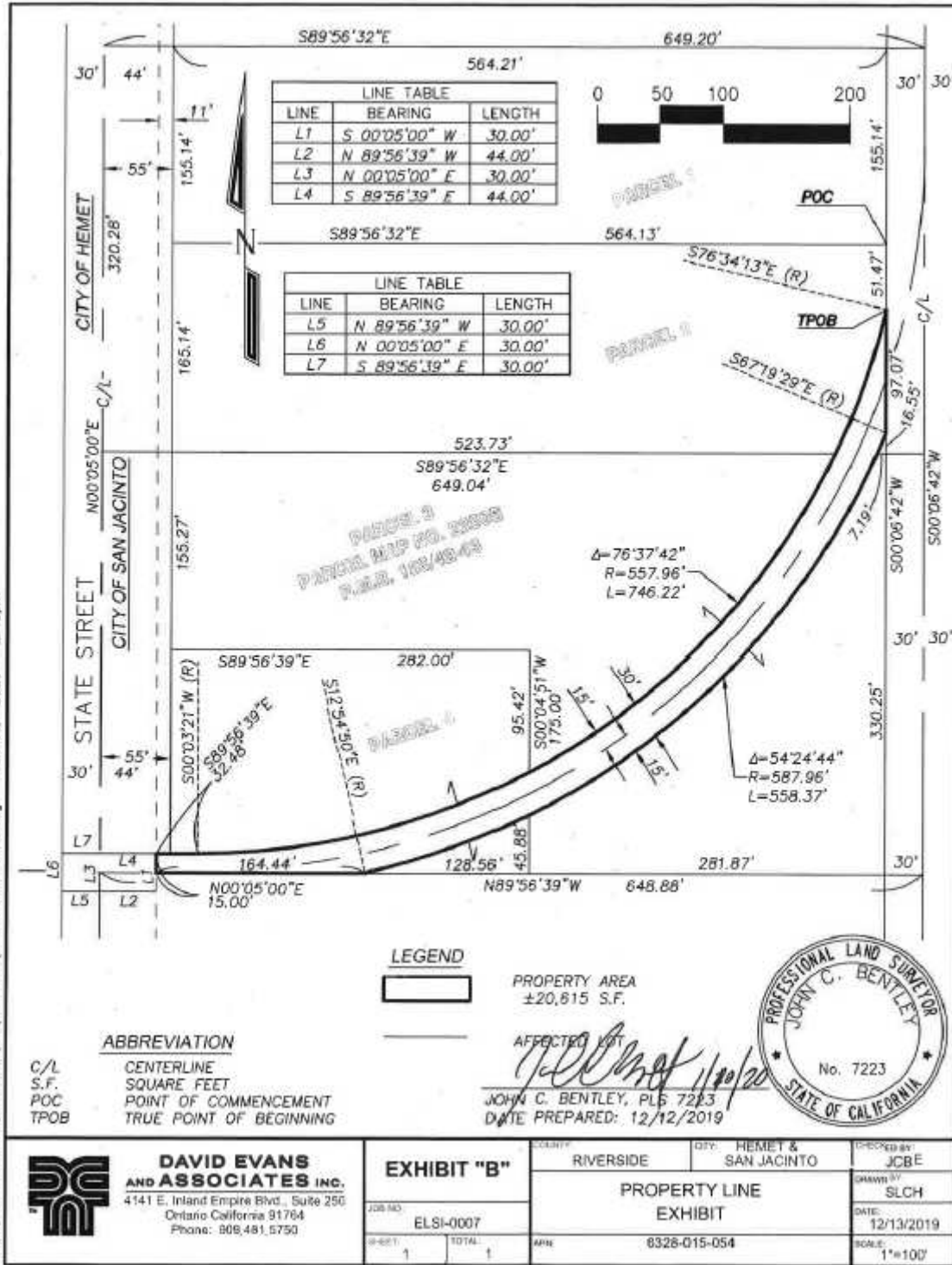
As shown on Exhibit "B" attached hereto and made a part hereof.

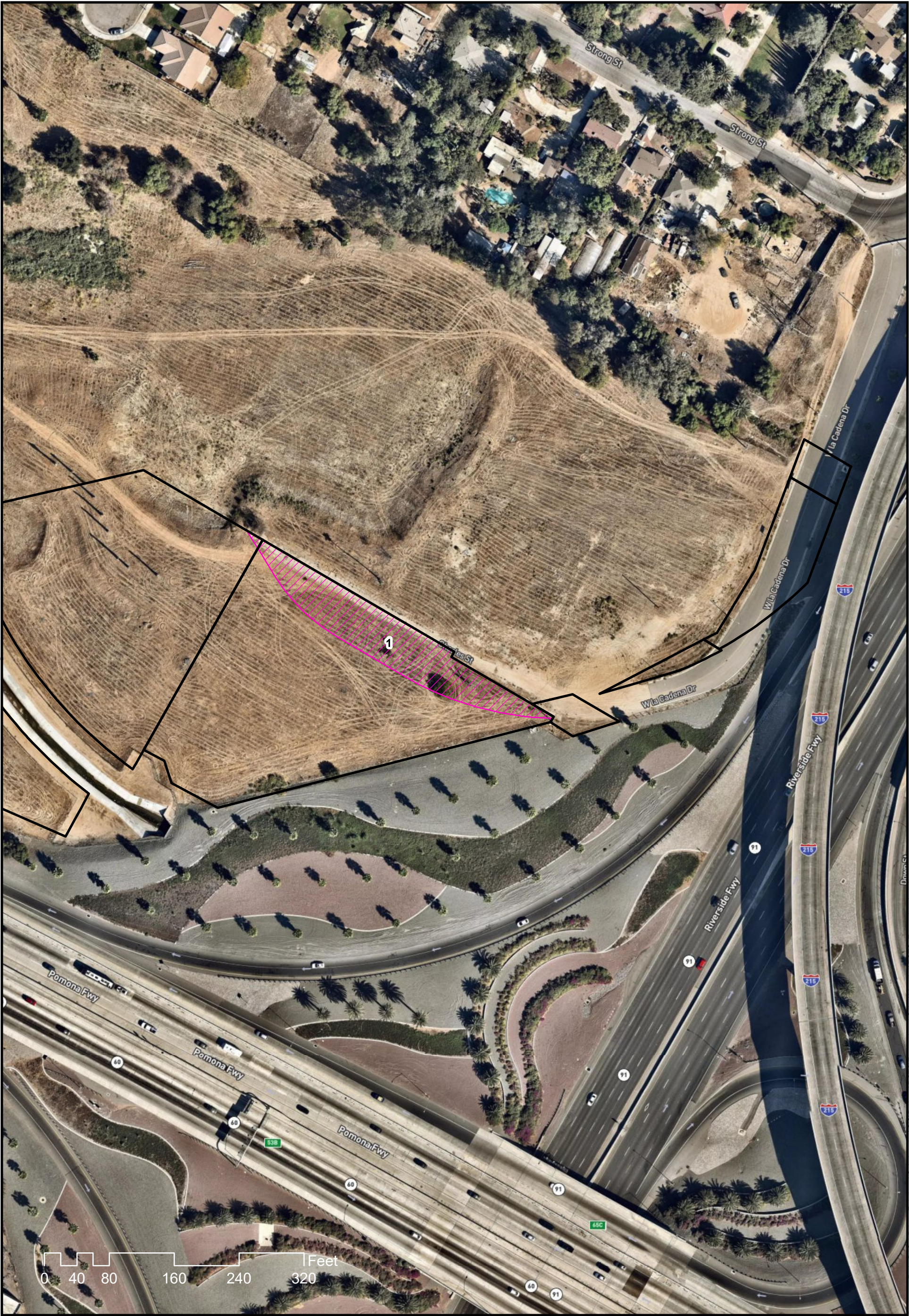
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

 1/07/20
John C. Bentley, P.L.S. 7223 Date





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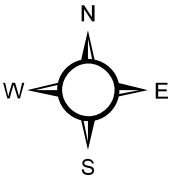





RCTC Excess Land Map

Page 1 of 3

-  RCTC Property
-  Excess Land



Epic Land Solutions, Inc. 



This map was created using the best data available at the time of production. Epic Land Solutions Inc. assumes no responsibility for the accuracy of third party information. This map is intended for data visualization only and should not serve as the basis for any legal action or be used for engineering purposes.

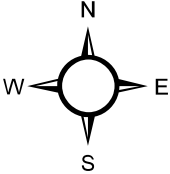



Map Version 3 Date: 10/12/2020

RCTC Excess Land Map

Page 2 of 3

-  RCTC Property
-  Excess Land



Epic Land Solutions, Inc. 

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Map Version 3 Date: 10/12/2020

RCTC Excess Land Map

Page 3 of 3

RCTC Property

Excess Land

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Epic Land Solutions, Inc.

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AGENDA ITEM 8

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	October 26, 2020
TO:	Western Riverside County Programs and Projects Committee
FROM:	Michelle McCamish, Senior Management Analyst Brian Cunanan, Commuter and Motorist Assistance Manager
THROUGH:	Aaron Hake, External Affairs Director
SUBJECT:	Agreements with the California Department of Transportation for State Funding and Senate Bill 1 Funding for the Operation of the Freeway Service Patrol Program in Riverside County

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve Agreement No. 21-45-017-00 with the California Department of Transportation (Caltrans) to provide state funding for FY 2020/21 for the operation of the Riverside County Freeway Service Patrol (FSP) program in an amount not to exceed \$1,696,153;
- 2) Approve Agreement No. 21-45-016-00 with Caltrans to provide Senate Bill (SB) 1 funding for FY 2020/21 for the operation of the Riverside County FSP program in an amount not to exceed \$1,412,787;
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreements on behalf of the Commission;
- 4) Adopt Resolution No. 20-015, *"A Resolution of the Riverside County Transportation Commission Authorizing Certain Officials to Execute Agreements with Caltrans for Freeway Service Patrol Program Funding"*; and
- 5) 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 (CHP), 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 and Governor signed 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 \$1,390,286 for Riverside County for FY 2018/19 and \$1,464,524 for FY 2019/20. Per the guidelines, this allocation is to be applied to:

- a) CHP costs for FSP oversight and supervision,
- b) inflation and hour adjustments to baseline service, and
- c) 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 on 12 beats.

DISCUSSION:

State Allocation for Baseline Service

The Caltrans funding agreement for FY 2020/21 in the amount of \$1,696,153 provides for continued state funding of the baseline FSP program, which includes nine beats (1, 2, 4, 7, 8, 18, 19, 25, and 26) as shown in Figure 1. Caltrans funding agreements are reimbursement-based and allow for carryover of contract balances not expended in the agreement's stated fiscal year. This allows the Commission to fully expend allocated amounts.



Figure 1: Baseline Freeway Service Patrol Beats Map

SB 1 Funding for Expanded Service

The previous allocations of SB 1 FSP funds expanded and continued 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 (20, 34, and 35) as shown in Figure 2—expanding FSP as far south as the I-15/SR-79 South interchange and benefitting commuters traveling from and through Lake Elsinore, Wildomar, Menifee, Murrieta, and Temecula.

The SB1 allocation for FY 2020/21 in the amount of \$1,412,787 provides funding to continue the new service in southern Riverside County, midday and weekend service on SR-91, as well as supplement inflation costs in the baseline service.



Figure 2: South County Beats Map

Since inception in September 2018 through June 2020, the three new south county beats provided 21,495 assists. In FY 2019/2020, these new beats provided 13,602 assists (Figure 3). As such, the south county beats make up about 28 percent of total FSP assists in the whole county (Figure 4). Since inception, the south county beats have scored an average estimated benefit cost of twice the minimum threshold.

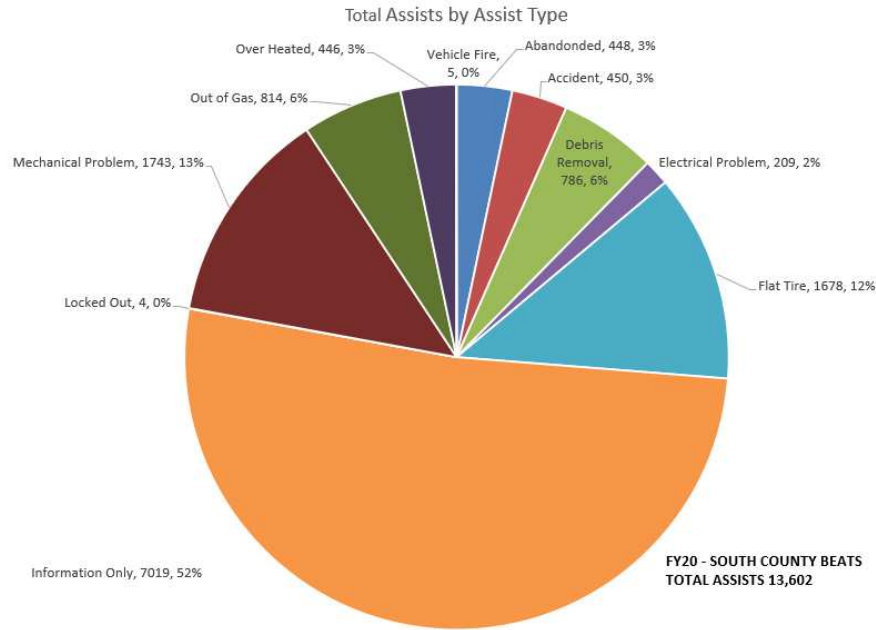


Figure 3: Total South County Assists

In FY 2019/20, total assists for all 12 beats through June 30, 2020 were 49,051, up from 44,607 in FY 2018/19 (Figure 4).

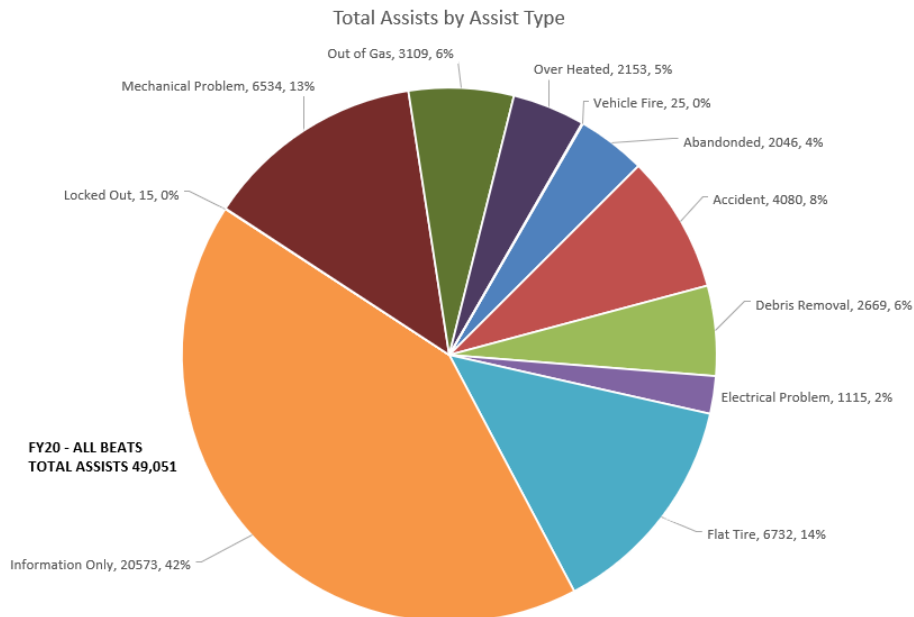


Figure 4: Total All Beats Assists

Future year funding for baseline and SB 1 service will be calculated by a state-defined formula each fiscal year and will be available for reimbursement to the Commission for up to three fiscal years. Funding amounts are predictable and stable. Actual anticipated baseline and SB1 funding for future years will be presented to the Commission annually as part of the annual budget approval process. A history of funding for FSP from FY 2009/10 through FY 2020/21 is shown in Attachment 1. The Commission will fund the required local match for both allocations with RC SAFE revenues. As with prior funding agreements, any state or SB1 funds not claimed in the current fiscal year will be carried over and claimed in the next fiscal year.

Executive Director Authority

To access the state funding outlined above, Caltrans requires routine administrative agreements between the Commission and Caltrans each fiscal year. Staff has traditionally brought such agreements to the Commission for approval every year; however, staff recommends that the Commission adopt Resolution No. 20-015 authorizing the Executive Director to negotiate and execute Caltrans funding agreements for FSP each year. This delegation of authority will expedite and streamline execution of Caltrans agreements and the Commission's receipt of state reimbursement funds. This will also reduce administrative costs and time for the Commission on an annual basis. The Commission will retain authority for approval of FSP contracts with tow operators and budgeting of funds for FSP during the annual budget process. The Board of Directors of the Orange County Transportation Authority (OCTA) has recently delegated authority to its Chief Executive Officer to execute FSP funding agreements with Caltrans.

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2020/21 FY 2021/22	Amount:	\$ 3,000,000 \$ 108,940
Source of Funds:	State allocations and SB 1 funding			Budget Adjustment:	No N/A
GL/Project Accounting No.:	002173 415 41510 201 45 41501 002173 415 41508 201 45 41505				
Fiscal Procedures Approved:	<i>Theresa Iuvino</i>			Date:	10/12/2020

Attachments:

- 1) Caltrans Freeway Service Patrol Funding FY 2009/10 to FY 2020/21
- 2) Caltrans FSP Fund Transfer Agreement FY 2020/21
- 3) Caltrans SB 1 FSP Fund Transfer Agreement FY 2020/21
- 4) Resolution No. 20-015

California Department of Transportation Freeway Service Patrol Funding Fiscal Year 2009/10 to Fiscal Year 2020-21							
Caltrans Allocation*							
Fiscal Year (FY)	State Funding	Senate Bill 1 (SB1) Funding	Total Caltrans Funding	Match Requirement	Actual Freeway Service Patrol Cost	Actual RCTC Match	RCTC Match %
2009/10	\$1,657,171		\$1,657,171	\$414,293	\$2,379,426	\$722,255	44%
2010/11	\$1,577,721		\$1,577,721	\$394,431	\$2,519,696	\$941,975	60%
2011/12	\$1,653,564		\$1,653,564	\$413,392	\$2,574,245	\$920,681	56%
2012/13	\$1,606,567		\$1,606,567	\$401,642	\$2,621,807	\$1,015,240	63%
2013/14	\$1,557,104		\$1,557,104	\$389,276	\$2,789,495	\$1,232,391	79%
2014/15	\$1,635,846		\$1,635,846	\$408,962	\$3,421,935	\$1,786,089	109%
2015/16	\$1,559,523		\$1,559,523	\$399,881	\$3,614,873	\$2,055,350	132%
2016/17	\$1,648,178		\$1,648,178	\$412,045	\$3,533,167	\$1,884,989	114%
2017/18	\$1,613,144	\$1,656,973	\$3,270,117	\$756,853	\$3,241,816	-\$28,301	-1%
2018/19	\$1,591,464	\$1,390,287	\$2,981,751	\$745,439	\$3,924,046	\$942,295	32%
2019/20	\$1,702,145	\$1,464,524	\$3,166,669	\$791,667	\$4,208,360	\$1,041,691	33%
2020/21	\$1,696,153	\$1,412,787	\$3,108,940	\$777,235	TBD	TBD	TBD

**

*Caltrans and SB1 funds are available for use over three Fiscal Years. Actual allocation amounts are determined by formula each year.

** 17/18 SB1 funding agreement wasn't executed until the following fiscal year on 9/2018

FREEWAY SERVICE PATROL PROGRAM
FUND TRANSFER AGREEMENT (Non Federal)

ATTACHMENT 2

Agreement No. FSP21-6054(100)
Project No. FSP21-6054(100)

Location: 08-RIV-0-RCTC
AMS Adv ID:0821000003

THIS AGREEMENT, effective on July 1, 2020, is between the State of California, acting by and through the Department of Transportation, hereinafter referred to as STATE, and the 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 State Highway Account funds to administering agencies participating in the FSP Program in accordance with S&HC Section 2562; 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	
\$2,120,191.00	\$1,696,153.00	\$424,038.00	; 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.

For Caltrans Use Only

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

Accounting Officer

| Date

| \$ 1,696,153.00

Jessamine Pelos

7/29/2020

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 \$1,696,153.00, of eligible participating PROJECT costs.
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. 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.
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/.

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. 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, 2020.
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, 2023. However, the non-expendable equipment and liability clauses shall remain in effect until terminated or modified in writing by mutual agreement.

STATE OF CALIFORNIA

Department of Transportation

Riverside County Transportation Commission

By: _____

By: _____

Office of Project Implementation
Division of Local Assistance

Title: _____

DATE: _____

DATE: _____

Agreement #21-45-016-00

FREEWAY SERVICE PATROL PROGRAM
FUND TRANSFER AGREEMENT (Non Federal)

Agreement No. FSP21SB1-6054(102)
Project No. FSP21SB1-6054(102)

Location: 08-RIV-0-RCTC
AMS Adv ID: 0821000013

THIS AGREEMENT, effective on July 1, 2020, 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>\$1,765,984.00</u>	<u>\$1,412,787.00</u>	<u>\$353,197.00</u> ; and

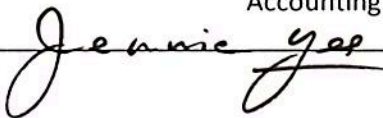
WHEREAS, STATE is required to enter into an agreement with ADMINISTERING AGENCY to delineate the respective responsibilities of the parties relative to prosecution of said PROJECT; and

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.

For Caltrans Use Only

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

Accounting Officer	Date	\$
	9/17/2020	1,412,787.00

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 \$1,412,787.00, of eligible participating PROJECT costs. This amount is comprised of \$814,010.00 for Inflation and Hour Adjustment to Baseline and \$598,777.00 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/.

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, 2020.
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, 2023. 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: _____

RESOLUTION NO. 20-015
A RESOLUTION OF THE
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AUTHORIZING CERTAIN OFFICIALS TO EXECUTE
AGREEMENTS WITH CALTRANS FOR
FREEWAY SERVICE PATROL PROGRAM FUNDING

WHEREAS, the Riverside County Transportation Commission (Commission) is authorized under state law, including Sections 130000 et seq. of the Public Utilities Code, to enter into binding agreements with public and private parties for a variety of purposes, and also to enact resolutions and ordinances; and

WHEREAS, the Commission is eligible to receive federal and/or state funding for certain transportation projects and programs through the California Department of Transportation ("Caltrans"); and

WHEREAS, the Commission and Caltrans participate jointly in the implementation of the Freeway Service Patrol ("FSP") program in Riverside County; and

WHEREAS, routine fund contribution/transfer agreements need to be executed by the Commission before FSP funds from Caltrans can be claimed; and

WHEREAS, the Commission wishes to delegate authorization to execute such agreements, and any amendments thereto, to designated officials on behalf of the Commission.

NOW, THEREFORE, BE IT RESOLVED by the Riverside County Transportation Commission, as follows:

Section 1. The Executive Director shall have the authority, without seeking Commission approval, to execute routine FSP fund contribution/transfer agreements for the provision of funds by Caltrans to the Commission. When the Executive Director is not available, the Deputy Executive Director shall be so empowered.

Section 2. Where it is necessary for the signature of the Executive Director, or Deputy Executive Director to be attested, the Clerk of the Commission or her designee shall be authorized to attest as to the authenticity of such signature.

Section 3. This Resolution shall be effective immediately upon adoption.

APPROVED AND ADOPTED this ____ day of _____, 2020.

[Signatures on following page]

**SIGNATURE PAGE
TO
RESOLUTION NO. 20-015**

Ben Benoit, Chair
Riverside County Transportation Commission

ATTEST:

Lisa Mobley
Clerk of the Board

AGENDA ITEM 9

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	October 26, 2020
TO:	Western Riverside County Programs and Projects Committee
FROM:	Brian Cunanan, Commuter and Motorist Assistance Manager
THROUGH:	Aaron Hake, External Affairs Director
SUBJECT:	Regional 511 Implementation

STAFF RECOMMENDATION:

This item is for the Committee to:

- 1) Approve Agreement No. 21-45-022-00, between the Los Angeles County Service Authority for Freeway Emergencies (LA SAFE), San Bernardino County Transportation Authority (SBCTA), and the Commission for Southern California's 511 traveler information system services for up to a five-year term in the amount of \$865,506, plus a contingency amount of \$25,000, for a total amount not to exceed \$890,506;
- 2) Approve Agreement No. 09-45-067-08, Amendment No. 8 to Agreement No. 09-45-067-00, with Iteris, Inc. (Iteris) for the continued provision of operations and maintenance services for the Inland Empire 511 (IE511) system through June 30, 2021 for an additional amount of \$130,000, and a total amount not to exceed \$3,475,785;
- 3) Approve Agreement No. 14-41-156-07, Amendment No. 7 to Agreement No. 14-41-156-00, with Media Beef, Inc. (Media Beef) for the continued provision of programming and website/mobile application administration services for IE511 through June 30, 2021 for an additional amount of \$35,000, and a total amount not to exceed \$1,473,670;
- 4) Approve Agreement No. 19-45-080-02, Amendment No. 2 to Agreement No. 19-45-080-00, with SBCTA to extend the agreement through June 30, 2021 for reimbursement to the Commission for continued IE511 operations;
- 5) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreements on behalf of the Commission; and
- 6) Forward to the Commission for action.

BACKGROUND INFORMATION:

In 2000, the Federal Communications Commission (FCC) designated "511" as the single traffic information telephone number to be made available to states and local jurisdictions across the country. The FCC ruling however, did not provide a funding source for the national number and left all implementation and funding decisions to states and local agencies. Section 5306 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act (SAFETEA-LU) signed into law in

2005, required the deployment of a national 511 system that included a “user-friendly” telephone service as well as a comprehensive website by 2010. Since 2010, the Commission has administered a bi-county 511 traveler information system branded “IE511”, on behalf of the Commission and SBCTA, which provides traveler information via web, phone, and mobile application for commuters traveling within Riverside and San Bernardino Counties. For the 12-month period prior to the pandemic, the IE511 system had more than 284,000 web sessions and 118,000 phone calls.

High volumes of intercounty travel and proximity between Riverside and San Bernardino counties serve as the foundation for bi-county commuter programs between the Commission and SBCTA. As such, SBCTA contracted with the Commission to develop, implement, and manage a Commuter Assistance Program (CAP) for San Bernardino County since 1993. In addition to the CAP elements administered, the implementation and maintenance of IE511 was incorporated into the SBCTA contract beginning in 2010. Costs for the deployment and ongoing operations for IE511 are split between Commission SAFE revenues and reimbursements from SBCTA.

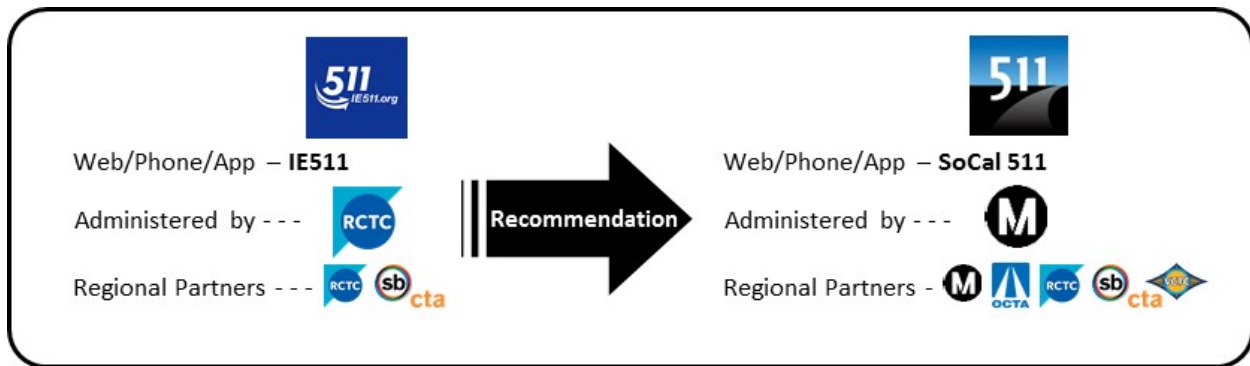
DISCUSSION:

The historical bi-county approach has served the Commission and SBCTA well; however, additional benefits and costs savings can be realized by aligning with a larger southern California regional platform beyond the Inland Empire.

Recommendation for Agreement with Metro

The Los Angeles County Metropolitan Transportation Authority (Metro), acting through its LA SAFE, has operated a 511 system supporting Los Angeles, Orange, and Ventura counties since 2010. Its most recent 511 deployment was purposefully designed to support multiple counties. Recognizing this opportunity, the Commission and SBCTA staff began coordinating with Metro staff toward a regional (Figure 1) Southern California 511 program (SoCal 511). In June 2019, the Commission approved a draft memorandum of understanding (MOU) with all five southern California county transportation commissions to become part of Metro’s regional 511 platform. That MOU assumed that Metro would absorb all costs associated with supporting a regional SoCal 511 system. This includes the same elements currently provided by IE511 – voice and web-based information and mobile application regarding traffic, rideshare/transit resources, commuter services and other related traveler information. In this scenario, the Commission and SBCTA would be responsible for integration and any requested custom programming costs only. However, given updated analysis by Metro and negotiations among all five county transportation commissions, Metro is requiring that partnering agencies share in operational costs for Metro to operate and maintain a SoCal 511 service.

Figure 1: Transition to a Regional 511 Traveler Information System



Commission and SBCTA staff negotiated a cost structure with Metro staff that maintains annual operational cost levels for 511 that the Commission and SBCTA are accustomed to. Metro's 511 budget is exponentially larger than the IE511 budget; however, in consultation with the Commission, Metro applied a population-based split across a limited set of cost categories to accommodate the Commission and SBCTA's cost thresholds. The resulting share for the Commission includes a one-time integration cost of \$55,120 with an annual operational cost starting at \$152,640 for the first year with a three percent annual escalation thereafter for up to five years.

Migrating to a regional SoCal 511 solution has several benefits. Inland Empire constituents will appreciate the same feature set they are accustomed to plus some new enhancements that are in the works and launching soon. This includes a Spanish interactive voice response (IVR) system for Spanish speaking motorists and an enhanced notification system that will alert SoCal 511 users of delays on any of their pre-programmed routes. From a regional perspective, it makes sense to have one regional platform given the amount of intercounty travel within southern California. A logical next step would be to eventually expand SoCal 511 to San Diego county and ultimately standardize how motorist aid can be summoned through a truly regional 511 system. Lastly, from an administrative standpoint, this regional transition lessens the administrative burden on Commission staff of operating a local 511 system (i.e., one contract versus multiple contracts and purchase orders) and results in a more efficient use of public funds with respect to administration, operations, and enhancement costs when they are shared within a region.

Staff recommends approval of an agreement with Metro through LA SAFE for regional 511 services for up to a five-year term for a total amount not to exceed \$890,506 which includes one-time integration costs of \$55,120, operational costs of \$810,386, and a contingency amount of \$25,000 for potential local enhancements or custom programming.


Recommendation for 511 Consultant Amendments

IE511 operations are supported primarily by two consultant contracts – Iteris and Media Beef. The Iteris components of IE511 are comprised of a browser-based traffic map and an IVR

telephone system. Iteris aggregates and maintains various data feeds to provide motorists with access to real-time freeway travel information and incident information on southern California highways. This information is accessible via the telephone service by dialing 511 in Riverside or San Bernardino Counties or via the IE511.org website and/or companion IE511 mobile application developed and maintained by Media Beef.

In June 2020, the Commission approved amendments to both IE511 consultant contracts to add funding to support continued IE511 operations through December 2020 in anticipation of a cutover to a regional solution by the end of the calendar year. However, negotiating a regional cost sharing structure and agreement between the Commission, SBCTA, and Metro staff has taken longer than anticipated, pushing the regional integration to 2021. As such, the consultant contracts supporting IE511 will need to be amended to maintain IE511 operations beyond December 2020. Upon approval of an agreement with Metro for regional 511 services, the goal among all agencies is for the IE511 system to cutover to the SoCal 511 system before the end of FY 2021. Therefore, staff recommends approval of amendments to increase authorized amounts for both Iteris and Media Beef in the amounts of \$130,000 and \$35,000, respectively, in order to support continued IE511 operations until the transition to a regional SoCal 511. SBCTA will reimburse the Commission for 50 percent of the costs, or \$82,500.

Lastly, the agreement between SBCTA and the Commission for SBCTA to reimburse the Commission for half of IE511 operational costs expires on December 31, 2020. This agreement has enough contract balance to support reimbursement to the Commission through the end of the current fiscal year; therefore, staff recommends approval of an extension to this agreement to June 30, 2021 to align with the adjusted timeline for the transition to a regional 511 platform.

Financial Information					
In Fiscal Year Budget:	Yes Yes N/A	Year:	FY 2020/21 FY 2020/21 FY 2021/22+	Amount:	\$82,500 (revenues) \$ 220,120 (expenditures) \$ 835,386 (expenditures)
Source of Funds:	SAFE and SBCTA reimbursements			Budget Adjustment:	No No N/A
GL/Project Accounting No.:	452124 416 41605 0000 202 45 41203 (SBCTA revenues) 452131 65520 00000 0000 202 45 65520 (expenditures) 452124 65520 00000 0000 202 45 65520 (expenditures)				
Fiscal Procedures Approved:				Date:	10/16/2020

Attachments:

- 1) Draft Agreement No. 21-45-022-00 with LA SAFE
- 2) Draft Amendment No. 09-45-067-08 with Iteris
- 3) Draft Amendment No. 14-41-156-07 with Media Beef
- 4) Draft Amendment No. 19-45-080-02 with SBCTA

AGREEMENT
BETWEEN
LOS ANGELES COUNTY
SERVICE AUTHORITY FOR FREEWAY EMERGENCIES
AND
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
FOR
SOUTHERN CALIFORNIA 511 TRAVELER INFORMATION SYSTEM SERVICES

RECITALS

Whereas, the Southern California 511 traveler information system (SoCal 511) is a regional system providing transit, traffic, rideshare and other information services on a variety of platforms;

Whereas, SoCal 511 operates in partnership with the Los Angeles County Service Authority for Freeway Emergencies (LA SAFE), Orange County Transportation Authority (OCTA) and Ventura County Transportation Commission (VCTC) and primarily focuses its operation and service on Los Angeles, Orange and Ventura counties;

Whereas, the Inland Empire 511 traveler information system (IE 511) is a regional system, similar to SoCal 511, providing transit, traffic, rideshare and other information services on a variety of platforms;

Whereas, IE 511 operates in partnership with the Riverside County Transportation Commission (RCTC) and the San Bernardino County Transportation Authority (SBCTA) and primarily focuses its operations and services on Riverside and San Bernardino counties;

Whereas, residents and travelers frequently and extensively travel between and amongst Los Angeles, Orange, Ventura, Riverside and San Bernardino counties;

Whereas, both SoCal 511 and IE 511 provide similar services and as such there are efficiencies, improvements, consistencies, and opportunities to provide better service to the public by integrating SoCal 511 and IE 511 into one system;

Whereas, LA SAFE is the primary agency responsible for the development, administration, management, operation and maintenance of SoCal 511, and RCTC and SBCTA are the responsible agencies for the development, administration, management, operation and maintenance of IE 511;

Whereas, LA SAFE, RCTC and SBCTA desire to proceed with the integration of SoCal 511 and IE 511 for the overall betterment of the regional mobility and the public;

NOW, Therefore, all parties agree as follows:

INTENT

The intent of this AGREEMENT is to enable the integration of SoCal 511 and IE 511 into a single, expanded regional SoCal 511 system. This AGREEMENT outlines the relationship, roles, responsibilities and understandings between LA SAFE, RCTC and SBCTA regarding the integration, administration, management and operation of the expanded regional SoCal 511 system.

PERIOD OF PERFORMANCE

This AGREEMENT shall become effective on XXXXXXX and shall remain in effect until otherwise amended or terminated per the terms and conditions contained in this AGREEMENT.

TERMINATION

Each party agrees to provide a minimum 90 day written Notice of Intent to terminate this AGREEMENT. Upon receipt and acknowledgement of the Notice of Intent, all parties shall coordinate to develop a termination plan. This plan shall outline the schedule, process, costs and any other issues necessary to affect the termination. All efforts shall be made to control and mitigate any and all costs and negative impact to public as a result of the termination. Notwithstanding the mitigation efforts, the terminating party shall bear the primary responsibility for any costs, direct and indirect, associated with the termination for their portion of the program.

SERVICE/WORK

LA SAFE, RCTC and SBCTA shall agree to the schedule, cost and services that are to be integrated and provided via SoCal 511. The agreed upon schedule, cost and services shall be incorporated as an amendment to this AGREEMENT.

LA SAFE shall provide traveler services via the SoCal 511 program. SoCal 511 currently provides information through the following platforms – 1) Interactive Voice Response (IVR), 2) web site, 3) mobile application and 4) Social Media. Services shall be provided in compliance with the Schedule, Cost and Services Amendment, as proposed in the preceding paragraph.

Should there be a change to any platform or service that may or can impact users in Riverside and/or San Bernardino counties, LA SAFE shall contact and coordinate with RCTC and SBCTA to review and mitigate the impact and proceed as agreed upon.

Should RCTC or SBCTA desire to deploy additional functionality or services beyond those currently provided or if there is a need to modify the delivery of the services or information specifically for Riverside or San Bernardino county, RCTC or SBCTA shall contact and coordinate with LA SAFE to review the matter and agree upon the changes. All added functionality or service shall become the part of SoCal 511 and may be used by or available to all SoCal 511 partner agencies. Any new or modified SoCal 511

functionality and service, requested by RCTC or SBCTA, shall be set forth in an agreement between the parties. The agreement shall define the schedule, scope of work and funding and be incorporated as an amendment to this AGREEMENT.

LA SAFE RESPONSIBILITIES

LA SAFE shall be responsible for the overall development, deployment, operation, maintenance, administration, management, and planning of the SoCal 511 program and system. Specific responsibilities shall include but, are not limited to:

- Program management and administration;
- Program operations and maintenance;
- Program development and enhancements;
- Systems management and operation;
- Contract administration and management;
- Strategic planning and implementation;
- Regional marketing;
- Stakeholder and partner coordination;
- Regional, statewide and national coordination

RCTC and SBCTA RESPONSIBILITIES

RCTC and SBCTA are responsible for coordinating, managing and representing their respective county in the development, deployment, operation and management of the SoCal 511 program. Specifically, RCTC and SBCTA are responsible for:

- Coordinating with their county agencies, municipalities, and interested parties in the development and use of SoCal 511;
- Marketing, outreach and communications efforts within their county in support of SoCal 511;
- Facilitating the discussion of SoCal 511 for and within their county;
- Coordinating with LA SAFE regarding SoCal 511;
- Support and participation in the overall development, operation, maintenance and management of SoCal 511 for their county; and
- Funding for enhancement and operations and maintenance as delineated in this AGREEMENT
- LA SAFE is to include PARTICIPATING AGENCIES on all procurement activities related to SoCal511. This includes having one voting member from each PARTICIPATING AGENCY on any SoCal 511 evaluation committee.

JOINT RESPONSIBILITIES

All parties agree to collective and cooperative efforts in support of SoCal 511. Such efforts include, but are not limited to:

- Ensuring the quality of SoCal 511;

- Ensuring that SoCal 511 is effectively meeting and understands the needs of its customers;
- Promoting and improving traveler mobility throughout the regions through the use of SoCal 511;
- Collaborating on joint funding opportunities;
- Coordinating SoCal 511 marketing and outreach activities;
- Engaging and communicating with each other to identify opportunities to improve and/or areas of concern regarding SoCal 511 services;
- Coordinating on future SoCal 511 developments;

REPORTS

LA SAFE shall provide reports or shall provide access to allow the ability to generate the reports, on SoCal 511 activities on a monthly basis.

MEETINGS

LA SAFE and partner agencies shall meet on a quarterly basis if needed.

COST

LA SAFE and partner agencies will agree upon the costs of providing SoCal 511 services and shall invoice the partner agencies to recover the agreed upon costs pursuant to this AGREEMENT.

RCTC and SBCTA agree to pay a one-time integration fee of \$104,000 and a monthly fee of \$24,000 with a 3% escalation for a five-year (5) period, however after the end of the third (3) year RCTC and or SBCTA must declare their intention to continue with the current agreement for the remaining two (2) years and to negotiate in good faith a new agreement.

One-time integration costs for the IVR and the Web/ Mobile may include:

- Initial integration;
- Development;
- Enhancement;
- Partner agency specific requests; and
- Any other specific ad-hoc one-time actions

On-going costs may include:

- Operations (Population);and
- Maintenance;

INDEMNIFICATION

Neither LA SAFE nor any of its directors, officers, agents, or employees shall be responsible for any damage or liability occurring solely by reason of anything done or omitted to be done by RCTC and or SBCTA under or in connection with any work, authority, or jurisdiction performed by LA SAFE under this AGREEMENT. Pursuant to Government Code Section 895.4, RCTC and or SBCTA shall fully indemnify and hold LA SAFE harmless from any liability imposed for injury (as defined by Government Code 819.8) occurring solely by reason of anything done or omitted to be done by RCTC and or SBCTA under or in connection with any work, authority, or jurisdiction performed by RCTC and or SBCTA under this AGREEMENT and for which RCTC and or SBCTA would otherwise be liable.

Neither RCTC and or SBCTA nor any of its directors, officers, agents, or employees shall be responsible for any damage or liability occurring solely by reason of anything done or omitted to be done by LA SAFE under or in connection with any work, authority, or jurisdiction performed by LA SAFE under this AGREEMENT. Pursuant to Government Code Section 895.4, LA SAFE shall fully indemnify and hold RCTC and or SBCTA harmless from any liability imposed for injury (as defined by Government Code 810.8) occurring solely by reason of anything done or omitted to be done by LA SAFE under or in connection with any work, authority, or jurisdiction performed by LA SAFE under this AGREEMENT and for which LA SAFE would otherwise be liable.

Nothing in this AGREEMENT shall be construed to create any duty towards, or any rights in, any third party that is not a party to this AGREEMENT; and neither this AGREEMENT nor any of the provisions hereof shall create or enlarge any obligation of either party imposed by law, as the same may now be imposed or limited or may be imposed or limited hereafter.

COUNTERPARTS

This MOU may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile signatures shall be considered originals.

MODIFICATIONS

No amendments or other modifications of this MOU shall be binding unless executed in writing by all PARTIES.

**AMENDMENT NO. 8 TO AGREEMENT
FOR OPERATIONS AND MAINTENANCE SERVICES FOR THE
INLAND EMPIRE 511 SYSTEM WITH ITERIS, INC.**

1 PARTIES AND DATE

This Amendment No. 8 ("Amendment No. 8") to the Agreement for Operations and Maintenance Services for the Inland Empire 511 System is made and entered into as of _____, 2020 by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("Commission") and ITERIS, INC. a Delaware Corporation ("Consultant"). Commission and Consultant are sometimes individually referred to as "Party" and collectively as "Parties".

2 RECITALS

- 2.1 The Commission and Consultant entered into an agreement dated February 1, 2010 for the purpose of providing consulting services for the operations and maintenance of the Inland Empire 511 Motorist Aid Travel Information System (the "Master Agreement").
- 2.2 The Commission and Consultant entered into an Amendment No. 1 to the Master Agreement dated July 7, 2011 for the purpose of extending the term, expanding the Scope of Services to include the 11Meridian Migration Scope of Work¹ and to provide additional compensation for the continued and additional Services.
- 2.3 The Commission and the Consultant entered into an Amendment No. 2 to the Master Agreement dated June 30, 2016 for the purpose of extending the term of the master agreement, revising the compensation provisions, and providing additional compensation for the extended term.
- 2.4 The Commission and Consultant entered into Amendment No. 3 dated June 30, 2017 for the purpose of extending the term of the Master Agreement, revising the compensation provisions and providing additional compensation for continued operations and maintenance services for the Inland Empire 511 System.
- 2.5 The Commission and Consultant entered into Amendment No. 4 dated June 30, 2018 for the purpose of extending the term of the Master Agreement, revising the compensation provisions and providing additional compensation for continued operations and maintenance services for the Inland Empire 511 System.
- 2.6 The Commission and Consultant entered into Amendment No. 5 dated June 30, 2019 for the purpose of extending the term of the Master Agreement, revising the compensation provisions and providing additional compensation for continued operations and maintenance services for the Inland Empire 511 System.
- 2.7 The Commission and Consultant entered into Amendment No. 6 dated December 30, 2019, for the purpose of extending the term of the Master Agreement and revising the compensation provisions for continued operations and maintenance services for the Inland Empire 511 System.
- 2.8 The Commission and Consultant entered into Amendment No. 7 dated June 10, 2020, for

the purpose of extending the term of the Master Agreement and revising the compensation provisions for continued operations and maintenance services for the Inland Empire 511 System.

- 2.9 The Commission and Consultant now desire to amend the Master Agreement in order to provide additional compensation for continued operations and maintenance services for the Inland Empire 511 System.

3 TERMS

- 3.1 Services to be provided under this Amendment No. 8 shall be compensated in accordance with Exhibit "A" attached to this Amendment No. 8 and incorporated herein by reference.
- 3.2 The maximum compensation to be provided under this Amendment No. 8 for Services provided through the extended term shall not exceed One Hundred Thirty Thousand Dollars (\$130,000), as set forth in the attached Exhibit "A".
- 3.3 Except as amended by this Amendment No. 8, all provisions of the Master Agreement, as amended by Amendment Nos. 1, 2, 3, 4, 5, 6 and 7 including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment.
- 3.4 This Amendment No. 8 shall be governed by the laws of the State of California. Venue shall be in Riverside County.
- 3.5 This Amendment No. 8 may be signed in counterparts, each of which constitute an original.
- 3.6 A manually signed copy of this Agreement No. 8 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement No. 8 for all purposes.

[Signatures on following page]

**SIGNATURE PAGE
TO
AGREEMENT FOR OPERATIONS AND
MAINTENANCE SERVICES FOR THE
INLAND EMPIRE 511 SYSTEM WITH ITERIS, INC.**

IN WITNESS WHEREOF, the parties hereto have executed Agreement No. 09-45-067-08 as of the date first herein above written.

**RIVERSIDE COUNTY TRANSPORTATION
COMMISSION**

ITERIS, INC.

By: _____
Anne Mayer, Executive Director

By: _____
Signature

Name

Title

APPROVED AS TO FORM:

ATTEST

By: _____
Best, Best & Krieger, LLP
General Counsel

By: _____
Signature

Its: _____
Title

*A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of the 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"

Amendment No. 7 Compensation Provisions

1. Database, IVR and Map services shall be provided on a lump sum, fixed price basis. The monthly lump sum for Database, IVR and Map services shall be the amounts set forth in the chart below. Iteris shall invoice Client Monthly beginning July 1, 2020 for a minimum of three months and maximum of 12 months unless this Agreement is extended beyond June 30, 2021.
2. Floodgates services shall be provided on a time and materials basis, at the rates set forth in Exhibit "A-1" attached to this Exhibit "A" and incorporated herein by reference. The monthly amount billed for all Floodgates services, including any approved reimbursements for expenses, shall not exceed the amount set forth in the chart below.
3. A base charge for minutes is \$1,000 per month which includes 20,000 minutes.
4. The per minute telephone charge after the included 20,000 minutes shall be five cents (\$0.05) per minute.
5. The monthly minutes set forth below is an estimate. The parties acknowledge that telephone usage will vary from month to month.
6. Client must submit 30 days' written notice in order to terminate this Amendment prior to June 30, 2021.

Monthly Costs

Monthly Costs							
Database	IVR	Map	Floodgates T&M Not to Exceed	Total Labor	Minutes*	Tel Cost \$0.05 per minute*	Total Monthly O&M
\$3,061	\$5,053	\$2,951	\$9,400	\$20,465	33,000	\$1,650	\$22,115

EXHIBIT "A-1"
Billing Rates and Phone Minute Rate

Iteris, Inc.
FY2021 Standard Bill Rates*

STAFF	TITLE	STANDARD RATE
Gendry, Charles	Senior S/W Engineer	\$ 208.66
Hartman, Nicholas	Senior Systems Engineer	\$ 202.71
Lemestre, Michelle	Administrator	\$ 71.54
Galindo, Yocely	Administrator	\$ 71.54

Rate for Included 20,000 Minutes
\$1,000

Rate for Phone Minutes Over the Included 20,000 Minutes
5 cents/minute

Agreement No. 14-41-156-07

**AMENDMENT NO. 7 TO
AGREEMENT FOR PROGRAMMING AND WEBSITE ADMINISTRATION SERVICES
WITH MEDIA BEEF, INC.**

1. PARTIES AND DATE

This Amendment No. 7 is made and entered into as of this ____ day of _____, 2020, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("Commission") and MEDIA BEEF, INC., a California Corporation ("Consultant").

2. RECITALS

- 2.1 The Commission and the Consultant have entered into an agreement dated September 10, 2014 for the purpose of providing programming and website administration services for the Commuter Assistance Projects ("Master Agreement").
- 2.2 The Commission and the Consultant have entered into Amendment No. 1 to the Master Agreement, dated October 19, 2016, for the purpose of extending the term of the Master Agreement and providing additional compensation for the continued provision of freeway service patrol services ("Amendment No. 1").
- 2.3 The Commission and the Consultant have entered into Amendment No. 2 to the Master Agreement, dated June 19, 2017, for the purpose of providing additional compensation for the continued provision of programming and website administration services for the Commuter Assistance Projects ("Amendment No. 2").
- 2.4 The Commission and the Consultant have entered into Amendment No. 3 to the Master Agreement, dated December 11, 2017, for the purpose of providing additional compensation for the provision of programming enhancements and a vanpool application, reporting, and database system within the IE Commuter website. ("Amendment No. 3").
- 2.5 The Commission and the Consultant have entered into Amendment No. 4 to the Master Agreement, dated July 3, 2019, for the purpose of

providing additional compensation for the continued provision of programming and website administration services for the Commuter Assistance and Vanpool Projects, as needed, and for database migration support to the new regional rideshare and vanpool systems ("Amendment No. 4").

- 2.6 The Commission and the Consultant have entered into Amendment No. 5 to the Master Agreement, dated May 13, 2020, for the purpose of extending the term and providing additional compensation for the continued provision of programming and website administration services for the Commuter Assistance and Vanpool Projects, as needed, and for database migration support to the new regional rideshare and vanpool systems ("Amendment No. 5").
- 2.7 The Commission and the Consultant have entered into Amendment No. 6 to the Master Agreement, dated June 10, 2020, for the purpose of extending the term and providing additional compensation for the continued provision of programming and website administration services for the Commuter & Motorist Assistance and Vanpool Projects, as needed ("Amendment No. 6").
- 2.8 The parties now desire to amend the Master Agreement in order to extend the term and to provide additional compensation for the continued provision of programming and website administration services for IE511.

3. TERMS

- 3.1 The term of the Master Agreement shall be extended through June 30, 2021, unless earlier terminated as provided in the Master Agreement.
- 3.2 The maximum compensation for Services performed pursuant to this Amendment shall be Thirty-Five Thousand Dollars (\$35,000). Work shall be performed at the rates set forth in the Master Agreement.
- 3.3 The total not-to-exceed amount of the Master Agreement, as amended by this Amendment No. 7, shall be One Million Four Hundred Seventy-Three Thousand Six Hundred Seventy Dollars (\$1,473,670).
- 3.4 Except as amended by this Amendment No. 7, all provisions of the Master Agreement, as amended by Amendment No. 1, 2, 3, 4, 5, and 6, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment No. 7.

- 3.5 This Amendment No. 7 shall be governed by the laws of the State of California. Venue shall be in Riverside County.
- 3.6 This Amendment No. 7 may be signed in counterparts, each of which constitute an original.
- 3.7 A manually signed copy of this Agreement No. 7 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement No. 7 for all purposes.

[Signatures on following page]

**SIGNATURE PAGE
TO
Agreement No. 14-41-156-07**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

MEDIA BEEF, INC.

By: _____
Anne Mayer, Executive Director

By: _____
Signature

Name

Title

APPROVED AS TO FORM:

ATTEST:

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

By: _____
Its: _____

INSERT EXHIBIT A

[PLACEHOLDER FOR FEDERAL PROVISIONS]

**AMENDMENT No. 2 TO CONTRACT 19-1002204
BY AND BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AND RIVERSIDE COUNTY
TRANSPORTATION COMMISSION
FOR
THE PROVISION OF 511 PROGRAM IMPLEMENTATION AND SOFTWARE**

This Amendment No. 2 to Contract 19-1002204 is made by and between the San Bernardino County Transportation Authority ("SBCTA"), and Riverside County Transportation Commission ("RCTC").

1. RECITALS:

- 1.1 On July 1, 2019, SBCTA and RCTC entered into a Cooperative Agreement ("Agreement"), for the purpose of allocating the costs of providing 511, Rideshare and Vanpool Program Implementation and Software;
- 1.2 On June 30, 2020, SBCTA and RCTC entered into a Cooperative Agreement ("Agreement"), amending the Agreement to extend its term through December 31, 2020, and to limit the cost allocation to the provision of 511 Program Implementation and Software, which is managed by RCTC and reimbursed by SBCTA.
- 1.3 SBCTA and RCTC desire to amend the Agreement to extend its term through June 30, 2021.

2. TERMS:

- 2.1 The term of the Master Agreement, as set forth in Section 3.1 of the Master Agreement, is hereby extended through June 30, 2021.
- 2.2 Except as amended by this Amendment No. 2, all provisions of the Master Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment No.2.
- 2.3 This Amendment No. 2 shall be governed by the laws of the State of California. Venue shall be in Riverside County.
- 2.4 This Amendment No. 2 may be signed in counterparts, each of which shall constitute an original.
- 2.5 A manually signed copy of this Amendment No. 2 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 2 for all purposes. This Amendment No. 2 may be signed using an electronic signature.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement below.

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
Raymond W. Wolfe
Executive Director

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

RIVERSIDE COUNTY
TRANSPORTATION COMMISSION

By: _____
Anne Mayer
Executive Director

Date: _____

APPROVED AS TO FORM

By: _____
Best, Best & Krieger, LLP
General Counsel

Date: _____

CONCURRENCE

By: _____
Jeffery Hill
Procurement Manager

Date: _____

AGENDA ITEM 10

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	October 26, 2020
TO:	Western Riverside County Programs and Projects Committee
FROM:	Brian Cunanan, Commuter and Motorist Assistance Manager
THROUGH:	Aaron Hake, External Affairs Director
SUBJECT:	Agreement for Vanpool Vehicle Leasing Services

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Award Agreement No. 21-41-021-00 to Airport Van Rental Vanpool, doing business as AVR Vanpool (AVR), for vanpool vehicle leasing services for a three-year term, plus one two-year option to extend the agreement, in an amount not to exceed \$875,000;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement, including option years, on behalf of the Commission; and
- 3) Forward to the Commission for action.

BACKGROUND INFORMATION:

At its September 2017 meeting, the Commission approved the funding, development, and implementation of an ongoing vanpool subsidy program to be provided through third-party leasing vendors. The vanpool groups' leased vehicles carry 7 to 15 passengers (including the driver) traveling 30 or more miles each day between their homes and their work destination(s) located within the Commission's jurisdictional area of Western and Southern Riverside County. In fall 2017, the Commission released a Request for Proposal (RFP) to procure leasing vendors for a vendor bench to provide the vehicles services. The RFP process resulted in the Commission contracting with Commute with Enterprise (Enterprise), with the program branded as "VanClub" that launched in May 2018 primarily serving traditional employer markets. In addition to current and future vanpool services procured through the RFP process, the Commission has an agreement with a public transit provider, California Vanpool Authority (CalVans), to provide vanpool services to the agricultural and post-secondary education markets. The monthly lease amount for leased vehicles provided to vanpool groups by CalVans or Enterprise includes insurance, maintenance and roadside assistance. The vanpool groups apply directly to the Commission to participate in VanClub, and, upon approval, the Commission provides a monthly subsidy of up to 50 percent of their vanpool lease cost not to exceed \$400.

The San Bernardino County Transportation Authority (SBCTA) operates a vanpool subsidy program (SB Loop) with similar scopes of work and program requirements as RCTC's VanClub program. Both programs require that vanpool participants:

- a. Commute in a leased vehicle with a seating capacity (including the driver) of between 7 to 15 passengers;
- b. Operate a minimum 12 days during each calendar month;
- c. Travel at least 30 miles round-trip directly between a home origin(s) and a regular work and/or vocational/post-secondary education destination(s) within each agency's jurisdictional area; and
- d. Maintain a minimum vanpool occupancy of 70% or higher at time of start-up, and 50% or higher on an ongoing monthly basis.

During the COVID-19 pandemic, both agencies accommodated for more flexible schedules so as to allow for social distancing while traveling in vanpools and relaxed the minimum number of operating days and occupancy requirements each month. At the program's peak in February 2020, the Commission's VanClub subsidized 80 vanpools. As of September 2020, VanClub has 30 vanpools that transport essential workers to and from March Air Force Base and the University of California at Riverside.

Procurement Process

Since the Commission and SBCTA initially procured vanpool leasing vendor services in 2017, additional vendors have entered the Southern California vanpool leasing market. As such, in order to expand vanpool vendor options for both vanpool programs while optimizing staff resources toward this goal, SBCTA released RFP No. 20-1002393 for third-party vanpool vehicle providers on behalf of both SBCTA and the Commission in July 2020.

SBCTA's RFP No. 20-1002393 was sent electronically to and downloaded by five firms registered on SBCTA's PlanetBids system. The solicitation was issued in accordance with current SBCTA policies and procedures for consultant services. There were two addenda issued for this project: Addendum No. 1, issued on July 22, 2020, extended the key RFP dates and Addendum No. 2, issued on August 14, 2020, responded to questions received and added a Buy America clause to the contract.

Both the SBCTA and Commission's vanpool programs anticipate utilizing Federal Transit Administration (FTA) funds to pay monthly subsidies to the vanpool providers; therefore, the RFP required compliance with all federal public transit rules and regulations, including Buy America, Americans with Disabilities Act, and be open to the general public.

One proposal was received from AVR by the date and time specified in the RFP. A responsiveness review was conducted by the SBCTA Procurement Analyst, and SBCTA found the AVR proposal to be responsive. The evaluation committee consisted of staff from the Commission and SBCTA, as well as a Commission vanpool consultant. The Committee scored the proposal based on the following criteria: qualifications, related experience and references, proposed staffing and project organization, work plan, and price. Based on the evaluation committee's assessment of the written proposal received, and pursuant to the terms of the RFP,

the evaluation committee conducted an interview with AVR on September 9, 2020.

Staff is aware of one additional vanpool vendor that operates vanpool vehicle leasing services within the southern California region. After several attempts, the SBCTA Procurement Analyst reached the firm; it was determined that due to changes in staffing assignments this firm missed the procurement opportunity.

The evaluation committee recommends AVR for vanpool vehicle leasing services, as it demonstrated a thorough understanding of the scope of work and proposed an overall solid team. Accordingly, staff recommends approval of Agreement No. 21-41-021-00 with AVR to provide third-party vanpool vehicle leasing services for a three-year term, plus one two-year option, in an amount not to exceed \$875,000. The Commission's professional services agreement will be entered into with AVR subject to any changes approved by the Executive Director, pursuant to legal counsel review.

Funding for the AVR subsidy element of the vanpool program will be through a combination of a South Coast AQMD Mobile Source Air Pollution Reduction Review Committee (MSRC) grant and FTA Section 5307 funding (which will be used when the MSRC grant is exhausted).

At the time of publication of this staff report, the SBCTA Transit Committee approved a contract award to AVR and forwarded it to the full SBCTA Board of Directors for approval in early November.

Financial Information					
In Fiscal Year Budget:	Yes Yes N/A N/A	Year:	FY 2020/21 FY 2020/21 FY 2021/22+ FY 2021/22+	Amount:	\$101,000 (revenues) \$101,000 (expenditures) \$774,000 (revenues) \$774,000 (expenditures)
Source of Funds:	MSRC grant and FTA funds			Budget Adjustment:	No No N/A N/A
GL/Project Accounting No.:	002187 416 41608 0000 263 41 41204 (local revenues) 002187 414 41404 0000 263 41 41401 (federal revenues) 002187 81030 00000 0000 263 41 81002 (expenditures)				
Fiscal Procedures Approved:	<i>Theresa Trevino</i>			Date:	10/16/2020

Attachment: Draft Agreement 21-41-021-00

AGREEMENT No. 21-41-021-00

BY AND BETWEEN

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

AND

AIRPORT VAN RENTAL

FOR

THIRD PARTY VANPOOL VEHICLE PROVIDER SERVICES

This contract ("Contract") is made and entered into by and between the Riverside County Transportation Commission ("RCTC"), whose address is 4080 Lemon St., 3rd Floor, Riverside, CA 92501, and Airport Van Rental ("CONSULTANT") whose address is 12911 Cerise Avenue, Hawthorne, CA 90250. RCTC and CONSULTANT are each a "Party" and are collectively the "Parties".

RECITALS:

WHEREAS, RCTC requires Work as described in Exhibit A of this Contract and;

WHEREAS, CONSULTANT has confirmed that CONSULTANT has the requisite professional qualifications, personnel and experience and is fully capable and qualified to perform the services identified herein; and

WHEREAS, CONSULTANT desires to perform all Work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth herein.

WHEREAS, RCTC intends to initially fund this Contract utilizing local funding, but may, at a later time, elect to utilize funding from the Federal Transportation Administration (FTA), should such funding become available.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

- 1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A “Scope of Work” (“Work”) in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein, and in the sequence, time, and manner defined herein. The word “Work”, as used herein, includes without limitation the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and Work imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of RCTC, with its satisfaction being based on prevailing applicable professional standards.
- 1.2 RCTC’s Project Manager for this Contract is Brian Cunanan, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Executive Director of RCTC or his or her designee. The Project Manager shall have authority to act on behalf of RCTC in administering this Contract, including giving notices (including without limitation, notices of default and/or termination), technical directions and approvals, demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself

ARTICLE 2. CONTRACT TERM

- 2.1 The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by RCTC’s Procurement Manager and shall continue in effect through December 31, 2023, or until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any work performed or costs incurred prior to issuance of the NTP.
- 2.2 RCTC at its sole discretion may extend the original term of the Contract for one two-year option. The maximum term of this Contract, including the Option Term, if exercised, will not exceed December 31, 2025.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work identified herein and, in compliance with all the terms and conditions of this Contract, shall be as a fixed subsidy for approved vanpools per month, which includes all obligations incurred in, or applied to, CONSULTANT’s performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by RCTC) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is Eight-Hundred Seventy-Five Thousand Dollars and Zero Cents (\$875,000). All Work provided under this Contract is to be performed as set forth in Exhibit A “Scope of Work”, and shall be reimbursed based on 50% of allowable vehicle lease rates, not to exceed \$400 per month per qualified petroleum-based vehicle and \$500 per month per qualified zero emission vehicles, pursuant to Exhibit B “Vehicle Cost Matrix Form”. RCTC will not compensate the CONSULTANT for any subsidies for vehicles not shown in

Exhibit B or agreed to and approved by RCTC as required under this Contract.

- 3.3 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract, shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
- 3.3.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- 3.3.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments shall be returned by CONSULTANT to RCTC.
- 3.4 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from RCTC. It shall be CONSULTANT's responsibility to recognize and notify RCTC in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3.5 During a random physical inspection and audit of vehicles for safety equipment, should RCTC find that CONSULTANT is not compliant with contractual requirements, CONSULTANT shall bring any non-compliant item(s) into compliance within three (3) business days or temporarily/permanently replace the non-compliant vehicle with a compliant vehicle.
- If CONSULTANT fails to remedy/replace a non-compliant vehicle pursuant to the contractual terms, RCTC may withhold the monthly subsidy amount for each non-compliant vehicle.
- 3.6 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 4. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, CONSULTANT shall pay when due, and the compensation set forth herein shall be inclusive of all: a) local, municipal, State, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONSULTANT; and d) other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

ARTICLE 5. AVAILABILITY OF FUNDS; FTA REQUIREMENTS

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to RCTC for the continuance of Work performed by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by RCTC at the end of the period for which funds are available. When RCTC becomes aware that any portion of Work will or may be affected by a shortage of funds, it will promptly notify CONSULTANT. Nothing

herein shall relieve RCTC from its obligation to compensate CONSULTANT for Work already performed pursuant to this Contract. No penalty shall accrue to RCTC in the event this provision is exercised.

Article 49 through Article 59 of this Contract incorporate FTA required clauses, which shall be enforceable commencing at such time as RCTC alerts CONSULTANT to the use of FTA funds. RCTC intends to rely on the federally related certifications and disclosures submitted by CONSULTANT in its response to the Request for Proposals (“RFP”) pursuant to which this Contract has been awarded. RCTC shall retain copies of such submissions in its project file for this Contract.

ARTICLE 6. PERMITS AND LICENSES

CONSULTANT shall, without additional compensation, keep current all governmental permits, certificates and licenses (including professional licenses) necessary for CONSULTANT to perform Work identified herein.

ARTICLE 7. DOCUMENTATION AND RIGHT TO AUDIT

- 7.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by RCTC, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide RCTC, Federal Transit Administration, the California State Auditor, or other authorized representatives of RCTC, access to CONSULTANT’s records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow RCTC and its representatives or agents to reproduce any materials as reasonably necessary.
- 7.2 The cost proposal and/or invoices for this Contract are subject to audit by RCTC and/or any state or federal agency funding this Project at any time. After CONSULTANT receives any audit recommendations, the cost proposal shall be adjusted by CONSULTANT and approved by RCTC’s Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at RCTC’s sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by RCTC’s Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to RCTC within thirty (30) calendar days after issuance of the audit report.
- 7.3 Subcontracts in excess of \$25,000 shall contain the provisions in this Article.

ARTICLE 8. RESPONSIBILITY OF CONSULTANT

- 8.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and the assurance of compliance with all applicable federal, State, and local laws and regulations, and other Work furnished by the CONSULTANT under the Contract.
- 8.2 In addition to any other requirements of this Contract or duties and obligations imposed on

CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. At any time during performance of the Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties, which could pose potential risk to RCTC or the Project, CONSULTANT shall immediately document such matters and notify RCTC in writing. CONSULTANT shall also similarly notify RCTC in regard to the possibility of any natural catastrophe and potential failure, of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable RCTC to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

8.3 Intentionally Omitted

8.4 RCTC shall advise CONSULTANT of their responsibility and collect the amount due, including but not limited to, withholding of payments, if the recoverable cost will exceed the administrative cost involved or is otherwise in RCTC's best interest. RCTC shall include in the Contract Audit File a written statement of the reasons for the decision to recover or not recover the costs from CONSULTANT.

8.5 CONSULTANT shall document the results of the Work to the satisfaction of RCTC and if applicable, Federal Transit Administration (FTA). This may include preparation of progress and final reports, or similar evidence of attainment of RCTC's objectives.

8.6 Intentionally Omitted

8.7 If RCTC has notified CONSULTANT of use of FTA funds under this Contract, CONSULTANT shall produce documents which specify compliance with FTA and Buy America requirements.

ARTICLE 9. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Exhibit A, "Scope of Work". At a minimum, CONSULTANT shall submit monthly progress reports with their monthly invoices. The progress reports shall be sufficiently detailed for RCTC to determine if the CONSULTANT is performing to expectations or is on schedule to provide communication of interim findings, and to sufficiently address any difficulties or problems encountered, so remedies can be developed.

ARTICLE 10. TECHNICAL DIRECTION

10.1 Performance of Work under this Contract shall be subject to the technical direction of RCTC's Project Manager. The term "Technical Direction" is defined to include, without limitation:

10.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Work.

10.1.2 Provision of written information to CONSULTANT, which assists in the interpretation of drawings, reports, or technical portions of the Scope of Work described herein.

10.1.3 Review and, where required by the Contract, approval of technical reports,

specifications and technical information to be delivered by CONSULTANT to RCTC under the Contract.

- 10.1.4 RCTC's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications as defined herein are limited to: substitutions of personnel identified in this Contract, including Key Personnel and subconsultants; modifications to hourly rates, classifications, and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All administrative modifications shall be documented in writing between the Parties.
- 10.2 Technical Direction must be within the Scope of Work under this Contract. RCTC's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
 - 10.2.1 Increases or decreases the Scope of Work;
 - 10.2.2 Directs CONSULTANT to perform Work outside the original Scope of Work;
 - 10.2.3 Constitutes a change as defined in the "CHANGES" Article of the Contract;
 - 10.2.4 In any manner causes an increase or decrease in the Contract price as identified in Article 3, herein, or the time required for Contract performance;
 - 10.2.5 Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;
 - 10.2.6 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or
 - 10.2.7 Approves any demand or claim for additional payment.
- 10.3 Failure of CONSULTANT and RCTC's Project Manager to agree that the Technical Direction is within the scope of the Contract, or failure to agree upon the Contract action to be taken, shall be subject to the provisions of the "DISPUTES" Article herein.
- 10.4 All Technical Direction shall be issued in writing by RCTC's Project Manager.
- 10.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by RCTC's Project Manager, in the manner prescribed by this Article and within its authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by RCTC's Project Manager falls within one of the categories defined in 10.2.1 through 10.2.7 above, CONSULTANT shall not proceed but shall notify RCTC in writing within five (5) working days after receipt of any such instruction or direction and shall request RCTC to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, RCTC shall:
 - 10.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of the CONSULTANT's letter that the Technical Direction either is or is not Technical Direction, as defined in 10.1 above, and within the Scope of Work.
 - 10.5.2 Advise CONSULTANT within a reasonable time whether RCTC will or will not issue

a written amendment.

ARTICLE 11. CHANGES

- 11.1 The Work shall be subject to changes by additions, deletions, or revisions made by RCTC. CONSULTANT will be advised of any such changes by written notification from RCTC describing the change. This notification will not be binding on RCTC until RCTC's Awarding Authority has approved any amendment to this Contract.
- 11.2 Promptly after such written notification of change is given to CONSULTANT by RCTC, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly.

ARTICLE 12. CONFLICT OF INTEREST

CONSULTANT agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of RCTC as to the Project. CONSULTANT further agrees that in the performance of this Contract no person having any such interest shall be employed. CONSULTANT is obligated to fully disclose to RCTC, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. CONSULTANT agrees that CONSULTANT's staff designated by RCTC's Executive Director as "Consultants" under the Political Reform Act shall timely file Statements of Economic Interest with the RCTC Clerk of the Board.

ARTICLE 13. KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocating any tasks or hours of Work that are the responsibility of key personnel to other personnel, CONSULTANT shall notify RCTC in writing and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rate) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of key personnel shall not be made without prior written consent of RCTC. CONSULTANT shall not substitute any key personnel without the prior written consent of RCTC. In the event that the Parties cannot agree as to the substitution of key personnel, RCTC may terminate the Contract. Key Personnel are:

Name	Job Classification/Function

ARTICLE 14. REPRESENTATIONS

All Work supplied by CONSULTANT under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that they are supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with RCTC that the same shall

conform to professional principles and standards that are generally accepted in the profession in the State of California.

ARTICLE 15. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 15.1 If, as part of this Contract, CONSULTANT is required to produce materials, documents data, or information (“Products”), then CONSULTANT, if requested by RCTC, shall deliver to RCTC the original of all such Products, which shall become the sole property of RCTC.
- 15.2 All materials, documents, data or information obtained from RCTC's data files or any RCTC-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of RCTC. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of RCTC.
- 15.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties without prior written consent of RCTC, any information obtained by CONSULTANT from or through RCTC unless (a) the information was known to CONSULTANT prior to obtaining same from RCTC; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault of or an unauthorized disclosure by CONSULTANT or its employees, agents, or subconsultants; or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from RCTC and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT shall not be publicly disclosed until released in writing by RCTC, except to the extent such materials and information become subject to disclosure by RCTC under the California Public Records Act or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.
- 15.4 CONSULTANT shall not use RCTC’s name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of RCTC.
- 15.5 All press releases or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by RCTC unless otherwise agreed to in writing by the Parties.

ARTICLE 16. CONSTRUCTION CLAIMS

Intentionally Omitted

ARTICLE 17. TERMINATION

- 17.1 Termination for Convenience - RCTC’s Executive Director shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of

Work and shall preserve Work in progress and completed Work, pending RCTC's instruction, and shall turn over such Work in accordance with RCTC's instructions.

17.1.1 CONSULTANT shall deliver to RCTC, all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by RCTC. Upon such delivery, CONSULTANT may then invoice RCTC for payment in accordance with the terms herein.

17.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from RCTC as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.

17.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with RCTC's instructions plus the actual cost necessarily incurred in effecting the termination.

17.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, RCTC may, without prejudice to any other rights or remedies RCTC may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by RCTC, RCTC may take possession of the Products and finished Work by whatever method RCTC may deem expedient.

17.2.1 A waiver by RCTC of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify this Contract.

17.2.2 CONSULTANT shall deliver to RCTC all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by RCTC within ten (10) working days of said notice.

17.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to RCTC, satisfactory in form and content to RCTC and verified by RCTC. In no event shall CONSULTANT be entitled to any payment for prospective profits on unperformed services or any damages because of such termination. All subcontracts in excess of \$25,000 shall contain the above provisions of this Article.

ARTICLE 18. STOP WORK ORDER

Upon failure of CONSULTANT or its subconsultants to comply with any of the requirements of this

Contract, RCTC shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with the Termination For Cause provisions of this Contract.

ARTICLE 19. CLAIMS

RCTC shall not be bound to any adjustments in the Contract amount or schedule unless expressly agreed to by RCTC in writing. RCTC shall not be liable to CONSULTANT for any claim asserted by CONSULTANT after final payment has been made under this Contract.

ARTICLE 20. INSURANCE

20.1 Prior to commencing the Work, subject to the provisions of Article 20.2 “General Provisions”, and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT’s and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

20.1.2 Worker’s Compensation/Employer’s Liability. The policies must include the following:

- Coverage A. Statutory Benefits
- Coverage B. Employer’s Liability
- Bodily Injury by accident - \$1,000,000 per accident
- Bodily Injury by disease - \$1,000,000 policy limit/\$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers’ compensation laws in effect during performance of the Work by CONSULTANT or any subconsultant of any tier. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONSULTANT and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

20.1.3 Commercial General Liability. The policy must include the following:

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$5,000,000 each occurrence.**
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.

- \$2,000,000 per occurrence limit for property damage or bodily injury
- \$1,000,000 per occurrence limit for personal injury and advertising injury
- \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if RCTC's Procurement Manager determines it is in RCTC's best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the CGL insurance coverage with limits not less than:

- Each occurrence limit: \$1,000,000
- General aggregate limit: \$2,000,000
- Personal injury and advertising limit \$1,000,000
- Products-completed operations aggregate limit \$2,000,000

All subconsultants' and sub-subconsultants' deductibles or self-insured retentions must be acceptable to RCTC's Procurement Manager.

20.1.4 Umbrella/Excess CGL. The policy must include the following:

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:
 - The umbrella or excess policy shall follow form over the CONSULTANT's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
 - The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
 - The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
 - The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below.

20.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$5,000,000** each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an

umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.

- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
 - Combined Bodily Injury and Property Damage Liability insurance
The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to RCTC.

20.2 General Provisions

20.2.1 Qualifications of Insurance Carriers. All policies written by insurance carriers shall be authorized and admitted to do business in the state of California with a current A.M. Best rating of A-VIII or better. Professional Liability and Pollution Liability policies may be from non-admitted carriers provided they are authorized and licensed in the state of California and meet the current A.M. Best rating of A: VIII or better.

20.2.2 Additional Insurance Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name Riverside County Transportation Commission and its officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for RCTC to vicarious liability but shall allow coverage for RCTC to the full extent provided by the policy.

20.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to RCTC's Procurement Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to RCTC's Procurement Manager prior to issuance of the NTP or prior to commencing any Work, as RCTC specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the RCTC Project Manager's name on the face of the certificate. If requested in writing by RCTC, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by RCTC.

20.2.4 Deductibles. Regardless of the allowance of exclusions or deductibles by RCTC, CONSULTANT shall be responsible for any deductible amount and shall warrant that the coverage provided to RCTC is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-consultants to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. All deductibles will be in amounts acceptable to RCTC's Procurement

Manager. CONSULTANT will advise RCTC in writing as to the amounts of any deductible, or as to any increase in any insurance deductible under any insurance required above. There will be no deductibles in excess of \$250,000 per occurrence, loss or claim under the insurance. There shall be no self-insured retention. RCTC will have the right, but not the obligation, to pay any deductible due under any insurance policy. If RCTC pays any sums due under any insurance required above, RCTC may withhold said sums from any amounts due CONSULTANT. The policies shall not provide that any deductible, or other payment required under the policy can be paid only by the named insured, and not by an additional insured.

20.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant with the exception of Professional Liability and Worker's Compensation shall be endorsed, (with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

20.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of RCTC, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.

20.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide RCTC thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide RCTC ten (10) days prior written notice. In any event, CONSULTANT will provide RCTC with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to RCTC at mwallace@rctc.org to the attention of RCTC's Procurement Manager, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

20.2.8 Enforcement. RCTC may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to

continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, RCTC may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligations to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude RCTC from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

20.2.9 No Waiver. Failure of RCTC to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

20.2.10 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultants to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.

20.2.11 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, RCTC shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to RCTC.

20.2.12 Special Risks or Circumstances. RCTC reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 21. INDEMNITY

21.1 To the extent, but only to the extent, that CONSULTANT's Work falls within the scope of Civil Code Section 2782.8, the following indemnification is applicable:

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by RCTC) Riverside County Transportation Commission, and its officers, directors, members, employees, agents and volunteers (collectively the "Indemnitees") from any and all losses, damages,

liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the design professional.

- 21.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by RCTC) and hold harmless the Indemnitees, from any and all claims, actions, losses, damages and/or liability ("Claims") arising out of or related to any act or omission of consultant or any of its officers, employees, agents, subconsultants or volunteers and for any costs or expenses incurred by RCTC on account of any such Claims except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONSULTANT's indemnification obligation applies to RCTC's "active" as well as "passive" negligence but does not apply to RCTC's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

ARTICLE 22. ERRORS AND OMISSIONS

CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. CONSULTANT shall be liable for RCTC's costs resulting from errors or deficiencies in Work furnished under this Contract, including but not limited to any fines, penalties and damages.

ARTICLE 23. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, reports, worksheets, and other data developed by CONSULTANT under this Contract shall become the sole property of RCTC when prepared, whether delivered to RCTC or not.

ARTICLE 24. SUBCONTRACTS

- 24.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in the CONSULTANT's proposal, without first notifying RCTC in writing of the intended subcontracting and obtaining RCTC's written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.
- 24.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by RCTC, CONSULTANT shall furnish RCTC a copy of the proposed subcontract for RCTC's approval of the terms and conditions thereof and shall not execute such subcontract until RCTC has approved such terms and conditions. RCTC's approval shall not be unreasonably withheld.
- 24.3 Approval by RCTC of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by RCTC. CONSULTANT shall have the sole responsibility for managing of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 25. INSPECTION OF OPERATIONS

RCTC its designees, representatives and agents shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by RCTC shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory Work or products.

ARTICLE 26. INDEPENDENT CONTRACTOR

CONSULTANT is and shall be at all times an independent contractor. Accordingly, all Work provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. RCTC shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Work or as to the manner, means and methods by which Work is performed. All personnel furnished by CONSULTANT under this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subconsultant(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of RCTC.

ARTICLE 27. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any Party's rights under the Contract, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of the Contract.

ARTICLE 28. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California, San Bernardino County. Each Party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

ARTICLE 29. FEDERAL, STATE AND LOCAL LAWS

CONSULTANT warrants that in the performance of this Contract, it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations.

ARTICLE 30. PRECEDENCE

- 30.1 The Contract consists of the Contract Articles, Exhibit A "Scope of Work," and Exhibit B "Cost Proposal," RCTC's Request For Proposal, and CONSULTANT's proposal, all of which are incorporated in this Contract by this reference.
- 30.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, RCTC's Request For Proposal; and last, CONSULTANT's Proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles

will prevail.

- 30.3 In the event of an express conflict between the documents listed in this Article, or between any other documents, which are a part of the Contract, CONSULTANT shall notify RCTC in writing within three (3) business days of its discovery of the conflict and shall comply with RCTC's resolution of the conflict.

ARTICLE 31. COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email during regular business hours; (b) the first business day following delivery by fax or email when made not during regular business hours; or (c) the fourth business day following deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONSULTANT shall notify RCTC of any contact information changes within ten (10) business days of the change.

To CONSULTANT	To RCTC
	4080 Lemon St., 3rd Floor
	Riverside, CA 92501
Attn:	Attn: Brian Cunanan
Email:	Email: bcunanan@rctc.org
Phone:	Phone: (951) 787-7141
2nd Contact:	Copy: Procurement
Email:	Email: jmendoza@rctc.org

ARTICLE 32. DISPUTES

- 32.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by RCTC's Procurement Manager within thirty (30) calendar days after notice thereof in writing, which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal with RCTC's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute is appealable to a court of competent jurisdiction.

- 32.2 During resolution of the dispute, CONSULTANT shall proceed with performance of the Contract with due diligence.

ARTICLE 33. GRATUITIES

CONSULTANT, its employees, agents, or representatives shall not offer or give to any officer, official, agent or employee of RCTC any gift, entertainment, payment, loan, or other gratuity.

ARTICLE 34. REVIEW AND ACCEPTANCE

All Work performed by CONSULTANT shall be subject to periodic review and approval by RCTC at any and all places where such performance may be carried on. Failure of RCTC to make such review, or to discover defective work, shall not prejudice the rights of RCTC at the time of final acceptance. All Work performed by CONSULTANT shall be subject to periodic and final review and acceptance by RCTC upon completion of all Work.

ARTICLE 35. CONFIDENTIALITY

Any RCTC communications or materials to which CONSULTANT or its subconsultants or agents have access, or materials prepared by CONSULTANT under the terms of this Contract, shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by RCTC. Any communications with or work product of RCTC's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine, and shall be confidential. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of RCTC.

ARTICLE 36. EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by RCTC periodically throughout the Contract performance period, such as at the completion of certain milestones as identified in Exhibit A and/or at the completion of the Contract. A copy of the evaluation will be given to CONSULTANT for their information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONSULTANT if they submit a proposal on a future RFP issued by RCTC.

ARTICLE 37. SAFETY

CONSULTANT shall strictly comply with all OSHA regulations, local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Work under this Contract. CONSULTANT shall comply with safety instructions issued by RCTC and their representatives.

ARTICLE 38. DRUG FREE WORKPLACE

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq.

ARTICLE 39. ASSIGNMENT

CONSULTANT shall not assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise, without first obtaining the written consent of RCTC. RCTC's exercise of consent shall be within its sole discretion. Any purported assignment without RCTC's prior written consent shall be void and of no effect, and shall constitute a material breach of this Contract. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE 40. DEBARMENT AND SUSPENSION CERTIFICATION

40.1 This Contract is a covered transaction for purposes of 2 CFR Part 180, as supplemented by 2 CFR Part 1200. As such, CONSULTANT verifies that neither the CONSULTANT, its principals, as defined at 2 CFR 180.995, nor affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940 and 180.935. CONSULTANT is required

to comply with 2 CFR 180, Subpart C, and must include the requirement to comply with the requirements of 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

40.2 By signing this Contract, CONSULTANT certifies as follows:

This certification is a material representation of fact relied upon by RCTC. If it is later determined that CONSULTANT knowingly rendered an erroneous certification, in addition to remedies available to RCTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. CONSULTANT agrees to comply with the requirements of 2 CFR 180, Subpart C, throughout the term of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 41. PREVAILING WAGE RATES

Intentionally Omitted

ARTICLE 42. CONTINGENT FEE

CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, RCTC has the right to terminate the Contract without liability, pay only for the value of the Work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 43. FORCE MAJEURE

CONSULTANT shall not be in default under this Contract in the event that the Work performed by CONSULTANT is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, or other catastrophic events which are beyond the reasonable control of CONSULTANT and which CONSULTANT could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of CONSULTANT to perform or failure of CONSULTANT to obtain either any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of CONSULTANT.

ARTICLE 44. WARRANTY

CONSULTANT warrants that all Work performed shall be in accordance with the Contract, and all applicable professional standards. In the event of a breach of this provision, CONSULTANT shall take the necessary actions to correct the breach at CONSULTANT's sole expense. If CONSULTANT does not take the necessary action to correct the breach, RCTC, without waiving any other rights or remedies it may have, may take the necessary steps to correct the breach, and CONSULTANT shall promptly reimburse RCTC for all expenses and costs incurred.

ARTICLE 45. CIVIL RIGHTS

45.1 Nondiscrimination. During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military and veteran status. CONSULTANT agrees to comply with the provisions of Title VI of the Civil Rights Act, as amended, 42 U.S.C. sec. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C sec. 6102, section 202 of the Americans With Disabilities Act of 1990, 42 U.S.C. sec. 12132, and Federal transit law at 49 U.S.C. sec. 5332, and other applicable Federal, State and local laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. In addition, CONSULTANT agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

45.2 Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying Contract.

45.2.1 Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. sec. 2000e et seq., and Federal transit laws at 49 U.S.C. sec. 5332, CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaking in the course of the Project. CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, CONSULTANT agrees to comply with any implementing requirement FTA may issue.

45.2.2 Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. sec. 623 and Federal transit law at 49 U.S.C. sec. 5332, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

45.2.3 Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C, sec. 12112, CONSULTANT agrees that it will comply with the requirement of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

45.3 CONSULTANT shall include the requirements of this Article in each of its subcontracts.

ARTICLE 46. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states 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 due to 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.

ARTICLE 47. CONFLICT OF INTEREST

- 47.1 CONSULTANT shall disclose any financial, business, or other relationship with RCTC that may have an impact upon the outcome of this Contract. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract.
- 47.2 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 Contract.
- 47.3 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE 48. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this Contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid, to any RCTC employee. For breach or violation of this warranty, RCTC shall have the right in its discretion: to terminate the contract 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.

ARTICLE 49. PROHIBITION OF EXPENDING RCTC, STATE OR FEDERAL FUNDS FOR LOBBYING

- 49.1 CONSULTANT certifies, to the best of his or her knowledge and belief, that:
 - 49.1.1 No state, federal or local agency appropriated funds have been paid, or will be paid, by or on behalf of CONSULTANT, to any person for influencing or attempting to influence an officer or employee of an agency, Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, or loan, or cooperative agreement.
 - 49.1.2 If any funds other than federal appropriated funds have been paid, or will be paid to any person for making lobbying contacts to, influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- 49.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. sec. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 49.3 CONSULTANT shall require that the language of this Article be included in all lower-tier subcontracts exceeding \$100,000, and that all such subconsultants shall certify and disclose accordingly.

ARTICLE 50. INCORPORATION OF FTA TERMS

All contractual provisions required by Department of Transportation (DOT) as set forth in Federal Transit Administration (FTA) Circular 4220.1F, as amended, whether or not expressly set forth in this Contract, are hereby incorporated by reference into this Contract. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any RCTC requests which would cause the designated recipient, subrecipient or RCTC to be in violation of the FTA terms and conditions. If RCTC determines that a Contract amendment expressly setting forth FTA-required terms is convenient or necessary for RCTC's receipt or use of FTA funding for this Contract or the Project, CONSULTANT agrees to promptly execute such an amendment to this Contract. CONSULTANT's failure to execute such amendment within ten business days after RCTC provides CONSULTANT with such amendment shall be a material breach of this Contract.

ARTICLE 51. FEDERAL CHANGES

CONSULTANT shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between direct recipient or subrecipient and FTA, as they may be amended or promulgated from time to time during the term of this Contract. CONSULTANT's failure to comply shall constitute a material breach of this contract.

ARTICLE 52. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

RCTC and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to RCTC, CONSULTANT, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from the underlying Contract. CONSULTANT agrees to include these requirements in all of its subcontracts.

ARTICLE 53. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- 53.1 CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Accordingly, by signing this Contract CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the

underlying Agreement or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, CONSULTANT acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil Remedies Act of 1986 on CONSULTANT to the extent the Federal Government deems appropriate.

53.2 CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this Contract connected with a project that is financed in whole or part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5323(1) (1) et seq. on CONSULTANT, to the extent the Federal Government deems appropriate.

53.3 CONSULTANT shall include the requirements of this Article in all of its subcontracts.

ARTICLE 54. RECYCLED PRODUCTS

CONSULTANT shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. sec. 6962), including but not limited to U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR part 247, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. CONSULTANT agrees to include this requirement in all of its subcontracts.

ARTICLE 55. ENERGY CONSERVATION REQUIREMENTS

CONSULTANT shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

ARTICLE 56. CLEAN AIR

CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq., and the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387, as amended. CONSULTANT shall report each violation to RCTC, who will in turn report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its subcontracts which exceed \$100,000.

ARTICLE 57. CLEAN WATER REQUIREMENTS

CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. CONSULTANT shall report each violation to RCTC and understands and agrees that RCTC will, in turn, report each violation as required to assure notification to FTA and appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its subcontracts which exceed \$100,000.

ARTICLE 58. FLY AMERICA REQUIREMENTS

CONSULTANT agrees to comply with 49 U.S.C. § 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that

recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for the U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. CONSULTANT shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. CONSULTANT agrees to include the requirements of this Article in all subcontracts that may involve international air transportation.

ARTICLE 59. SEISMIC SAFETY REQUIREMENTS

CONSULTANT agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations, 49 CFR Part 41, and will certify to compliance to the extent required by the regulation. CONSULTANT also agrees to ensure that all work performed under this Contract, including work performed by a subconsultant, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

ARTICLE 60. DISADVANTAGED BUSINESS ENTERPRISE

RCTC, as the recipient of federal funds, is required to comply with its race-neutral Disadvantaged Business Enterprise (DBE) program to the maximum extent feasible in all phases of its procurement practices. The CONSULTANT must certify that it has complied with the requirements of 49 CFR Part 26.

The CONSULTANT agrees to ensure that DBEs as defined in 49 CFR Part 26 have the opportunity to participate in the performance of Subcontracts financed in whole or in part with Federal funds provided under the Contract. In this regard, the CONSULTANT shall take all reasonable steps in accordance with 49 CFR Part 26 so that DBEs have the opportunity to compete for and perform the Work. The CONSULTANT shall not discriminate on the basis of race, color, religion, sex, age or national origin, in the award and performance of DOT-assisted contracts.

The CONSULTANT shall supply sufficient information in its payment applications and supporting documentation to enable RCTC and the FTA to assess whether CONSULTANT is complying with its DBE goals. The CONSULTANT shall comply with its FTA approved or non-disapproved DBE goal program.

ARTICLE 61. ENTIRE DOCUMENT

- 61.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- 61.2 No agent, official, employee or representative of RCTC has any authority to bind RCTC to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- 61.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore,

the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

ARTICLE 61. CONTRACT

CONSULTANT and RCTC hereby agree that this Contract constitutes the entire agreement which is made and concluded in duplicate between the two Parties. Each Party for and in consideration of the payments to be made, conditions mentioned, and work to be performed, agrees to diligently perform in accordance with the terms and conditions of this Contract as evidenced by the signatures below.

ARTICLE 62. EFFECTIVE DATE

The date that this Contract is executed by RCTC shall be the Effective Date of the Contract.

-----*SIGNATURES ARE ON THE FOLLOWING PAGE*-----

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year written below.

CONSULTANT

RCTC

By: _____
Name
Title

By: _____
Anne Mayer
Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

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

Date: _____

EXHIBIT “A”

“SCOPE OF WORK” – ADDED TO FINAL CONTRACT

EXHIBIT “B”

APPROVED COST PROPOSAL” – ADDED TO FINAL CONTRACT

**CERTIFICATE OF COMPLIANCE WITH
INSURANCE REQUIREMENTS**

(FORM MUST BE COMPLETED IN ITS ENTIRETY AND BE INCLUDED WITH PROPOSAL OR BID SUBMITTAL)

INSURANCE REQUIREMENTS:(check appropriate boxes below)

- ☐ Contractor/Consultant has provided a copy of the insurance requirements contained in the Riverside County Transportation Commission (RCTC) Contract to their agent or broker to confirm the ability to meet requirements.

AND

- ☐ Contractor/Consultant certifies that the company or individual is fully prepared to secure the necessary insurance coverage and limits federal as detailed in the RCTC Contract and comply with all insurance requirements.

OR

- ☐ Consultant has identified areas of conflict with the insurance requirements and has provided a list of concerns in its response to the RFP and has referenced each section and page number identified in the RCTC Contract.

Company Information:

Company/Individuals Name

Address

City

State

Zip Code

Principal Name

Title

Principal Signature

Date

Phone

Email Address

Broker Information:

Broker Name

Address

City

State

Zip Code

Phone Number

Email Address

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
DISCLOSURE OF CAMPAIGN CONTRIBUTIONS TO BOARD OF DIRECTORS**

Government Code Section 84308, 2 California Code of Regulations 18438.1, et seq.

No Member of the Board of Directors or alternates of the Riverside County Transportation Commission shall receive or solicit a campaign contribution of more than \$250 from Bidder or Bidder's agent during the time of: 1) Bid solicitation; 2) Consideration of Bids received; and 3) Awarding of a contract or execution of a purchase and sale agreement based on a Bid (collectively referred to as the "Proceeding"), and for 3 months following the conclusion of the Proceeding. This prohibition does not apply to the awarding of contracts that are competitively bid. In addition, Directors and alternates cannot participate in any such matters if they have received more than \$250 in campaign contributions within the last year from anyone financially interested in the Proceeding, such as Bidder and/or Bidder's agent.

Pursuant to these requirements, Bidder shall disclose any campaign contribution in an amount of more than \$250 made by Bidder, and/or Bidder's agent, to any Director within 12 months from the date of these Bid Documents/Request for Proposals (as applicable). For the purpose of this disclosure obligation, contributions made by Bidder within the preceding 12 months shall be aggregated with those made by Bidder's agent within the preceding 12 months or the period of the agency relationship between the Bidder and Bidder's agent, whichever is shorter. In addition, Bidder and/or Bidder's agent shall not make a contribution of more than \$250 to a Director or alternate during the Proceeding and for 3 months following the conclusion of the Proceeding.

The disclosure by Bidder, as set forth, herein, shall be incorporated into the written record of the Proceeding and shall be made available to the public for inspection and copying.

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any RCTC Director or alternate in the 12 months preceding the date of issuance of this Request for Bids/Requests for Proposals?

_____ YES _____ NO

Board Member Name: _____ Date: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any Board member or alternate?

_____ YES _____ NO

Board Member Name: _____ Date: _____

Answering yes to either of the two questions above does not preclude RCTC from awarding a bid to your firm. It does, however, preclude the identified Board member or alternate from participating in the Bid/contract award process for this Bid/contract.

A current list of the Board of Directors and alternates of the Riverside County Transportation Commission is attached as Attachment A.

BIDDER INFORMATION:

<hr/>		
Company Name		
<hr/>		
Address		
<hr/>		
City	State	Zip Code
<hr/>		
Bidder Name	Title	
<hr/>		
Bidder Signature	Date	
<hr/>		
Phone	Email Address	
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RCTC BOARD OF DIRECTORS AND ALTERNATES

[PLACEHOLDER TO BE UPDATED WITH CURRENT LIST AT TIME OF AWARD]