



MEETING AGENDA

Western Riverside County Programs and Projects Committee

Time: 1:30 p.m.

Date: January 25, 2021

Pursuant to Governor Newsom's Executive Order N-29-20, (March 18, 2020), the 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
Linda Krupa/Russ Brown, City of Hemet
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
Ted Hoffman/To Be Appointed, City of Norco
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, January 25, 2021

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/82344248274>

Meeting ID: 823 4424 8274

One tap mobile

+16699006833,,82344248274#

Dial by your location

+1 669 900 6833

Meeting ID: 823 4424 8274

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 January 24, 2021 at 5:00 p.m. and your comments will be made part of the official record of the 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**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **PUBLIC COMMENTS** – *Under the Brown Act, the Board should not take action on or discuss matters raised during public comment portion of the agenda which are not listed on the agenda. Board members may refer such matters to staff for factual information or to be placed on the subsequent agenda for consideration. Each individual speaker is limited to speak three (3) continuous minutes or less.*
5. **ADDITIONS/REVISIONS** *(The Committee may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the Committee subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Committee. If there are less than 2/3 of the Committee members present, adding an item to the agenda requires a unanimous vote. Added items will be placed for discussion at the end of the agenda.)*
6. **APPROVAL OF MINUTES – NOVEMBER 23, 2020**
7. **AGREEMENT FOR ON-CALL PAINTING SERVICES FOR THE COMMUTER RAIL STATIONS AND TOLL FACILITIES**

Page 1

Overview

This item is for the Committee to:

- 1) Award Agreement 21-24-013-00 to US National Corp DBA Jimenez Painting to provide on-call painting services for the commuter rail stations and toll facilities for a three-year term, with two two-year options to extend the agreement in an amount not to exceed \$4.5 million;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement, on behalf of the Commission;
- 3) Authorize the Executive Director, or designee, to execute task orders awarded to the contractor under the terms of the agreement; and
- 4) Forward to the Commission for final action.

8. AMENDMENT TO CITY OF RIVERSIDE'S FY 2020/21 SHORT RANGE TRANSIT PLAN

Page 56

Overview

This item is for the Committee to:

- 1) Approve a \$16,000 increase in the FY 2020/21 Local Transportation Fund (LTF) funding allocation for the city of Riverside (City);
- 2) Amend the City's FY 2020/21 Short Range Transit Plan (SRTP) to increase the LTF operating allocation in the amount of \$16,000 for preventative maintenance operating expenses; and
- 3) Forward to the Commission for final action.

9. CHANGE ORDER TO AMEND THE INTERSTATE 15 EXPRESS LANES PROJECT TOLL SERVICES AGREEMENT WITH KAPSCH TRAFFICOM USA TO PROVIDE MAINTENANCE SERVICES FOR THE 91 EXPRESS LANES ROADSIDE TOLLING SYSTEM

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Overview

This item is for the Committee to:

- 1) Approve Change Order No. 7B to Agreement No. 16-31-043-00 for the Interstate 15 Express Lanes Project (I-15 ELP) with Kapsch TrafficCom USA Inc. (Kapsch) to provide five years of maintenance services (March 2021 through February 2026) for the 91 Express Lanes Roadside Tolling System in the amount of \$4,387,410, plus a contingency amount of \$500,000, for a total amount not to exceed \$4,887,410;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the change order on behalf of the Commission;
- 3) Authorize the Executive Director or designee to approve contingency work up to the total amount not to exceed as required for the project; and
- 4) Forward to the Commission for final action.

10. ELECTION OF OFFICERS FOR THE WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE

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Overview

This item is for the Western Riverside County Programs and Projects Committee to conduct an election of officers for 2021 – Chair and Vice Chair.

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, February 22, 2021**, Board Chambers, First Floor, County Administrative Center, 4080 Lemon Street, Riverside.

AGENDA ITEM 6

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE

Monday, November 23, 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 1:30 p.m. via Zoom Meeting ID: 844 5249 7649. 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. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

Members/Alternates Present

Brian Berkson
Berwin Hanna
Jeff Hewitt
Clint Lorimore
Wes Speake
Michael Vargas
Scott Vinton*
Russ Utz
Bill Zimmerman

*arrived after meeting was called to order

Members Absent

Ben Benoit
Yxstian Gutierrez
Kevin Jeffries

4. PUBLIC COMMENTS

There were no requests to speak.

5. ADDITIONS/REVISIONS

There were no additions or revisions.

6. APPROVAL OF MINUTES – OCTOBER 26, 2020

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

Abstain: Zimmerman

At this time, Commissioner Scott Vinton arrived.

7. CONSTRUCTION ZONE ENHANCEMENT ENFORCEMENT PROGRAM AGREEMENT WITH THE CALIFORNIA HIGHWAY PATROL FOR THE INTERSTATE 15/STATE ROUTE 91 EXPRESS LANES CONNECTOR PROJECT

David Thomas, Capital Projects Manager, presented the details of the COZEEP agreement with the CHP for the 15/91 ELC project.

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

- 1) Approve Agreement No. 20-31-028-00 with the California Highway Patrol (CHP), for Construction Enhancement Enforcement Programs (COZEEP) Services in support of the construction of the Interstate 15/State Route 91 Express Lanes Connector project (15/91 ELC) for a total amount not to exceed \$1,000,000;**
- 2) Authorize the Chair or the 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.**

8. AMENDMENT 7 WITH MICHAEL BAKER INTERNATIONAL FOR THE SANTA ANA RIVER TRAIL PROJECT

David Lewis, Capital Projects Manager, presented the scope of Amendment No. 7 with MBI for the Santa Ana River Trail project.

Commissioner Wes Speake commended Commission staff for taking on this project.

In response to Commissioner Scott Vinton's questions regarding the bridge work, Mr. Lewis stated there was a prefab pedestrian bridge planned but a larger vehicle bridge is needed for the Orange County maintenance vehicles to cross to maintain the golf course and other property they own.

M/S/C (Speake/Utz) to:

- 1) Approve Agreement No. 17-67-027-07, Amendment No. 7 to Agreement No. 17-67-027-00, with Michael Baker International (MBI) for additional scope of services required, as part of planned construction of the Santa**

Ana River Trail Project (SART 2 - Phase 6) in the amount of \$874,626, plus a contingency amount of \$87,462, for an additional amount of \$962,088, and a total amount not to exceed \$2,219,048;

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

9. CITY OF RIVERSIDE FUNDING REQUEST FOR THIRD STREET GRADE SEPARATION PROJECT

Jillian Guizado, Planning and Programming Manager, presented the scope of the city of Riverside funding request for the Third Street Grade Separation project.

Commissioner Hewitt commented on the need for grade separation projects.

Anne Mayer replied to Commissioner Hanna's question regarding the amount of grade separation projects that are left. Ms. Mayer stated there are 3 projects left in the top tier and it is the Commission's goal to keep working through the list to get all grade separation projects in the County finished.

Ms. Guizado introduced Farshid Mohammadi, city of Riverside, to explain the right of way needs for this project for Commissioners Vinton and Speake.

Ms. Guizado clarified for Commissioner Berkson that once the CMAQ funding is approved to be used for right of way on this project it cannot be reimbursed through other funding sources.

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

- 1) Approve programming \$18,000,000 of Congestion Mitigation and Air Quality (CMAQ) funds for the city of Riverside's (City) Third Street Grade Separation project;**
- 2) Approve Agreement No. 20-72-027-00 between the Commission and the City for the programming of \$18,000,000 of CMAQ for either the right of way or construction phase of the Third Street Grade Separation project; and**
- 3) Forward to the Commission for final action.**

10. COMMISSIONERS / STAFF REPORT

Commissioner Hanna introduced the city of Norco representative for 2021, Ted Hoffman.

Commissioner Speake thanked everyone involved in the approval of the TCE grant for the city of Corona.

Commissioner Lorimore thanked all those that served on the WRC Committee this year.

Chair Vargas announced the opening of the Nuevo Street bridge in Perris. He also thanked the Commissioners that served on the WRC Committee this year.

Anne Mayer announced the promotion of Jillian Guizado to Director of Planning and Programming. She also thanked the Commissioners on behalf of RCTC staff for all their work and dedication.

11. ADJOURNMENT

There being no further business for consideration by the Western Riverside County Programs and Projects Committee, the meeting was adjourned at 2:09 p.m.

Respectfully submitted,

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

Lisa Mobley
Clerk of the Board

AGENDA ITEM 7

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	January 25, 2021
TO:	Western Riverside County Programs and Projects Committee
FROM:	Gary Ratliff, Facilities Administrator
THROUGH:	Marlin Feenstra, Project Delivery Director
SUBJECT:	Agreement for On-Call Painting Services for the Commuter Rail Stations and Toll Facilities

STAFF RECOMMENDATION:

This item is for the Committee to:

- 1) Award Agreement 21-24-013-00 to US National Corp DBA Jimenez Painting to provide on-call painting services for the commuter rail stations and toll facilities for a three-year term, with two two-year options to extend the agreement in an amount not to exceed \$4.5 million;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement, on behalf of the Commission;
- 3) Authorize the Executive Director, or designee, to execute task orders awarded to the contractor under the terms of the agreement; and
- 4) Forward to the Commission for final action.

BACKGROUND INFORMATION:

The Commission owns and operates nine commuter rail stations (Riverside-Downtown, Jurupa Valley/Pedley, Riverside-La Sierra, Corona-West, Corona-North Main, Riverside-Hunter Park/UCR, Moreno Valley/March Field, Perris-Downtown, and Perris-South). Within the Riverside-Downtown station, the Commission owns an Operations Control Center building utilized for security and closed caption television (CCTV) operations. Maintenance-painting services are essential to maintain a clean, safe, and aesthetically pleasing facility. Maintenance-painting services annually address all Americans with Disabilities Act, railroad, and safety markings on the platform at each station by refreshing/repainting these vital communication symbols, lines, and zones for passenger safety while at the stations. Maintenance-painting services are vital to preserving property investments of the Commission.

As an established toll operator for the RCTC 91 Express Lanes with the expansion for the 15 Express Lanes opening in spring 2021, the Commission owns three toll facilities, consisting of a storage and maintenance building and two adjacent office buildings for toll business operations. One office building serves as the 91 Express Lanes Customer Service Center, and the other will serve as the Regional Operations Center for the 15 Express Lanes. Additionally, there are two

utility buildings located within the RCTC 91 Express Lanes. Each of these facilities requires maintenance-painting service to maintain these facilities and protect and preserve the Commission's property assets.

In May 2016, the Commission awarded agreements to two firms to provide on-call maintenance painting services up to a maximum seven-year term not to exceed the amount of \$1,350,000. A few years ago, one of the firms stopped submitting proposals for task order requests; the other firm, US National Corp DBA Jimenez Painting, currently provides on-call maintenance painting services. With the increase in physical property assets, station painting safety needs, and maintenance-painting to protect facility structures, the on-call maintenance-painting contract has nearly exhausted all funds in about four years. Therefore, staff determined that a new competitive procurement and related agreement is necessary to continue to preserve and maintain all RCTC commuter rail and toll facilities.

Pricing for on-call maintenance-painting services will be based upon fixed labor rates and pre-established mark-up on materials. Painting undertakings and projects will be according to written detail scopes of work and in a task order format to ensure fair and reasonable price for services rendered.

Procurement Process

Staff determined the weighted factor method of source selection to be the most appropriate for this procurement as it allows the Commission to identify the most advantageous proposals with price and other factors considered. Non-price factors include elements such as qualifications of firm, personnel, and the ability to respond to the Commission's needs for on-call painting services for the commuter rail stations and toll facilities as set forth under the terms of the Request for Proposals (RFP) No. 21-24-013-00.

RFP No. 21-24-013-00 for on-call painting services for the commuter rail stations and toll facilities was released by staff on October 8. A public notice was advertised in the *Press Enterprise*, and the RFP was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Through PlanetBids, 23 firms downloaded the RFP; 1 of these firms is located in Riverside County. Staff responded to all questions submitted by potential proposers prior to the October 29 clarification deadline date. Four firms – AJ Fistes (Long Beach), K2 Painting (Buena Park), Tony Painting (Garden Grove), and US National Corp DBA Jimenez Painting (Pacoima) – submitted proposals prior to the submittal deadline on November 19. Utilizing the evaluation criteria set forth in the RFP, all proposals were evaluated and scored by an evaluation committee comprised of Commission and Bechtel staff.

As a result of the evaluation committee's assessment of the written proposals, the evaluation committee recommends a single contract award to US National Corp DBA Jimenez Painting to provide on-call painting services for the commuter rail stations and toll facilities for a three-year term, with two two-year options to extend the agreement in an amount not to exceed \$4.5 million. This firm earned the highest total evaluation score as a responsive and qualified

firm; the other three proposers did not score high enough to be included in the on-call painting services bench.

The multiple award, on-call, indefinite delivery/indefinite quantity task order type contract does not guarantee work to the awardee; therefore, no funds are guaranteed to the contractor. Services will be provided through the Commission's issuance of contract task orders to the contractor on an as-needed basis.

The Commission's model on-call professional services agreement will be entered into with the contractor, pursuant to legal counsel review. Staff oversight of the contract and task orders will maximize the effectiveness of the contractor and minimize costs to the Commission.

FISCAL IMPACT

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2020/21 FY 2021/22+	Amount:	\$ 850,000 \$ 3,650,000
Source of Funds:	2009 Measure A Western County Rail, Toll Revenues, State of Good Repair, Federal Transit Administration Section 5307 grant, and CARES Act			Budget Adjustment:	No N/A
GL/Project Accounting No.:	244001 73304 00000 0000 265 24 73301 244002 73304 00000 0000 265 24 73301 244003 73304 00000 0000 265 24 73301 244004 73304 00000 0000 265 24 73301 244006 73304 00000 0000 265 24 73301 244010 73304 00000 0000 265 24 73301 244020 73304 00000 0000 265 24 73301 244021 73304 00000 0000 265 24 73301 244022 73304 00000 0000 265 24 73301 244024 73304 00000 0000 265 24 73301 004011 90701 00000 0000 265 33 90501 001599 7330X 00000 0000 515 31 73301 009199 7330X 00000 0000 591 31 73301				
Fiscal Procedures Approved:	<i>Theresa Iuvino</i>			Date:	01/14/2021

Attachment: Draft Agreement No. 21-24-013-00 to US National Corp DBA Jimenez Painting

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
ON-CALL
PAINTING SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 2021 by and between the Riverside County Transportation Commission (“Commission”) and US National Corp, DBA Jimenez Painting, a Corporation, with its principal place of business at 10205 San Fernando Road, Pacoima, CA 91331 (“Contractor”). Commission and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

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

2.2 Commission owns and operates nine (9) commuter rail stations, one (1) transit center, and five (5) toll facilities serving Riverside County, the addresses and descriptions of which are set forth in Exhibit “A”, attached hereto and incorporated herein by reference (“Commuter Rail Stations and Toll Facilities”).

2.3 On or about October 8, 2020, Commission issued a Request for Proposals No. 21-24-013-00 (“RFP”), pursuant to which Commission sought proposals for on-call painting services for the Commuter Rail Stations and Toll Facilities.

2.4 Contractor desires to perform and assume responsibility for the provision of on-call painting services required by Commission on the terms and conditions set forth in this Agreement and in the task order(s) to be solicited, awarded and authorized by Commission Purchase Orders as further described in this Agreement (“Task Order”).

2.5 The work generally includes the painting of the Commuter Rail Stations and Toll Facilities. Contractor represents that it is a professional Contractor, experienced in providing on-call painting services to public clients, and is familiar with the plans of Commission.

2.6 Commission desires to engage Contractor to render on-call painting services for the Commuter Rail Stations and Toll Facilities. On-call painting services shall be generally as set forth in Exhibit “A”, attached hereto and incorporated herein by reference. On-call painting services shall be ordered by Task Order(s) to be issued pursuant to this Agreement

for future projects as set forth herein. The services set forth in Exhibit “A” and each individual project ordered under a Task Order shall be referred to, herein, collectively, as the “Project”.

2.7 Services procured under a Task Order may be funded, in whole or in part, with state and/or federal funds. Contractor shall comply with all applicable funding requirements.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work, as necessary, to fully and adequately provide the on-call painting services for the Commuter Rail Stations and Toll Facilities required by Commission, as shall be generally described in Exhibit “A” and as more specifically described in each Task Order, collectively referred to herein as the “Services”. On-call Services shall be more particularly described in the individual Task Orders issued by the Commission’s Executive Director or designee.

No Services shall be performed unless authorized by a Commission Purchase Order for Task Order Services, as further detailed herein. All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations

3.1.2 Term. The term of this Agreement shall be from April 1, 2021 to March 31, 2024, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

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

3.2.2 Task Orders; Commencement and Schedule of Services.

Services under this Agreement shall be competitively solicited amongst Contractor and the other firms identified in Section 3.3.2 of this Agreement pursuant to a Task Order request for bid process. If Contractor's Task Order bid is selected for a Project, the Commission shall issue a Purchase Order for the Services. Contractor's agreement to the final terms of a proposed Task Order, Commission's issuance of a Purchase Order and Contractor's commencement of the Services following issuance of the Purchase Order shall indicate the Parties' agreement to the terms of the relevant Task Order.

Contractor shall commence Services under a Task Order within five (5) days of receiving a Purchase Order for the Task Order Services from the Commission. Each request for Task Order bids shall identify the funding source(s) to be used to fund the Services under the relevant Task Order, and Contractor shall comply with the requirements specified herein, and in the attached exhibits, applicable to the identified funding source(s).

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

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

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

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

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

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional

calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the Commission, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the Commission to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Commission, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance. Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in each Task Order. Contractor agrees that if the Services are not completed within the aforementioned performance time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement and included in any Task Order, it is understood, acknowledged and agreed that the Commission will suffer damage.

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

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Commission, Contractor shall be solely responsible for all costs arising therefrom. Commission is a public entity of the State of California subject to, among other rules and regulations, the Public Utilities Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a county transportation commissions are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold Commission, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

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

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

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

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

Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

3.2.10.7 Water Quality.

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

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

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by Commission, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, Commission will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance.

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

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

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

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

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

(A) General Liability.

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

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

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

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

(v) The policy shall not include any restrictions related to indemnity for work performed within fifty (50) feet of Commission's railroad right-of-way/tracks.

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

(C) Workers' Compensation and Employers Liability Coverage.

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

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

(D) Railroad Protective Liability. In addition to the policies specified above, prior to commencing any Task Order work within (50) feet of Commission's railroad right-of-way/tracks, Contractor shall acquire and keep in force during the period of such

work \$2,000,000 (combined single limit)/ \$6,000,000 (aggregate limit) of railroad protective liability insurance naming only Commission as the insured.

(E) All Coverages.

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

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

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

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

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

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance

by the Commission, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

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

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

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

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

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

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

3.2.11.7 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors or subcontractors to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subcontractors shall be endorsed to name the Commission as an additional

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

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

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

3.3 Fees and Payments; Labor Code Requirements; Bonds

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference, or at the lump sum set forth in a Task Order, in accordance with the terms of the relevant Task Order. The total compensation per Task Order shall be set forth in the relevant Task Order, and shall not exceed said amount without the written approval of the Commissioner's Executive Director. The total value each Task Order shall be set forth in the relevant Task Order. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 NTE Sum. Commission has or will enter into one task order contract for the Services generally identified in Exhibit "A" ("On-Call Painting Services Task Order Contracts"). The total amount payable by Commission for the On-Call Painting Services Task Order Contracts shall not exceed a cumulative maximum total value of Four Million Five Hundred Thousand Dollars [\$4,500,000] ("NTE Sum"). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under the On-Call Painting Services Task Order Contracts through Task Orders. Each time a Task Order is awarded under any of the On-Call Painting Services Task Order Contracts, the Commission shall send written notification to Contractor and each of the other contractors entering into the On-Call Painting Services Task Order Contracts. The notice shall identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Contractor

acknowledges and agrees that Commission shall not pay any amount under this Agreement that would exceed the NTE Sum, and Contractor shall not knowingly enter into a Task Order that exceeds the NTE Sum.

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

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

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

3.3.6 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Commission shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Commission, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Payroll Records. In accordance with the requirements of California Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Responsibility for compliance with California Labor Code Section 1776 shall rest solely with Contractor, and Contractor shall make all such records available for inspection at all reasonable hours.

3.3.7 Registration. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of

Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractor. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

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

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

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

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

3.3.10 Bonds.

3.3.10.1 Payment Bond. If requested by the Commission as part of a Task Order proposal request, Contractor shall execute and provide to the Commission concurrently with the executed Task Order a payment bond in an amount required by the Commission and in a form provided or approved by the Commission. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Commission.

3.3.10.2 Bond Provisions. Should, in the Commission's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within (ten) 10 days of receiving notice from Commission. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Commission, and Contractor shall post an acceptable replacement bond at least ten (10) days prior to expiration of the original bond. No further payments shall be deemed due or will be made under the relevant Task Order until any replacement bond required by this section are accepted by the Commission. To the extent, if any, that the total price under a Task Order requiring a bond is increased in accordance with this Agreement, the Contractor shall, upon request of the Commission, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Commission.

3.3.10.3 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety and satisfactory to the Commission. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Commission.

3.4 Termination of Agreement.

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

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

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

3.5 General Provisions.

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

CONSULTANT:
US National Corp
DBA Jimenez Painting
10205 San Fernando Road
Pacoima, CA 91331
Attn: Mary Martinez

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

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

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Commission, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, contractors or agents in connection with the performance of the Services, the Project, this Agreement or any Task Order, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

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

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions,

Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the Commission. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the Commission.

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

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

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

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

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

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

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

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

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

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

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

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

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

3.5.18 Federal Provisions. Funding for Services under a Task Order may be provided, in whole or in part, by the Federal Transportation Administration ("FTA"), by the California Department of Transportation (Caltrans), or by the South Coast Air Quality Management District ("SCAQMD"). Contractor shall also fully and adequately comply with the FTA, Caltrans and SCAQMD provisions included in Exhibit "C" (Funding Agency Requirements) attached hereto and incorporated herein by reference ("Funding Agency Requirements"), as applicable based on the funding source for the relevant Task Order. With respect to any conflict between such Funding Agency Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

**SIGNATURE PAGE FOR ON-CALL PAINTING SERVICES AGREEMENT
BETWEEN THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND US NATIONAL CORP DBA JIMENEZ PAINTING**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

CONTRACTOR

Anne Mayer
Executive Director

Signature

Name

Title

Approved as to form:

ATTEST:

Best Best & Krieger LLP

Signature

General Counsel

Name

Title

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

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

EXHIBIT “A” - SCOPE OF SERVICES – TO BE INSERTED FROM RFP

DRAFT

STATEMENT OF SERVICES

1.0 GENERAL INFORMATION

- 1.1 The nine (9) “Metrolink” commuter rail stations, including the La Sierra bus depot, owned and operated by the Riverside County Transportation Commission (hereinafter “Commission” or “RCTC”), the two 91 toll utility buildings, two toll operation center, and the one toll storage warehouse require cleaning, repair, repainting, and painting of various painted and coated surfaces and elements.
- 1.2 The intent of this RFP is to secure the services of up to two qualified painting firms to provide on-call, as-needed painting services for a period of performance that is not to exceed seven years, inclusive of two, two-year option terms.
- 1.3 The nine (9) Commission-owned commuter rail stations and toll buildings were built at different times over the past twenty-five years with different architectural themes, therefore, the stations vary in appearance and materials used. The list of the nine (9) commuter rail stations and toll facilities are as follows:

COMMUTER RAIL STATION LOCATIONS

West Corona Metrolink Station

155 S. Auto Center Drive
Corona, CA 92880

North Main Corona Station

250 E. Blaine Street
Corona, CA 92879

La Sierra Station

10901-A Indiana Ave
Riverside, CA 92503

La Sierra Bus Station

10901-B Indiana Ave
Riverside, CA 92503

Pedley Station

6001 Pedley Road
Riverside, CA 92509

Perris Downtown Station

121 South C Street
Perris, CA 92570

Hunter Park Station

1101 Marlborough Avenue
Riverside, CA 92507

Moreno Valley/MF Station

14160 Meridian Parkway
Riverside, CA 92518

South Perris Station

1304 Case Road
Perris, CA 92510

Riverside Downtown

4066 Vine Street
Riverside, CA 92507

TOLL FACILITIES

FAM

120 N. Joy Street
Corona, CA 92879

ROC

301 Corporate Terrace
Corona, CA 92879

15 Toll Rd Office

291 Corporate Terrace
Corona, CA 92879

Toll TUB Eastbound 91

East Bound 91
Center divide

Toll TUB Westbound 91

West Bound 91
Center Divide

2.0 SCOPE OF SERVICES

2.1 GENERAL

The contractor will provide cleaning, surface preparation, paint repair and repaint services at each of the stations, including but not limited to performance of the following tasks:

- 2.1.1 All surfaces being prepared for paint and the surrounding area are to be pressure washed (cleaned).
- 2.1.2 Protect other surfaces whether to be painted or not, against damage by painting and finishing work.
- 2.1.3 Preparation of painted surfaces shall include hand removal of damaged paint to primer or bare metal which shall be included in the cost of repainting.
- 2.1.4 All painted surfaces that require spot paint repair will have a complete paint application applied after spot repairs are completed. The complete element that has received a spot repair shall be repainted, not just the location of the spot repair.
- 2.1.5 Inspect all surfaces to be treated prior to the application of painting material and correct or repair all defects that might affect the work. Repairs shall include removal and replacement of rusted and/or damaged materials.
- 2.1.6 Provide in advance of their use, Materials Safety Data Sheets (MSDS) for all products used by the Contractor under this agreement.
- 2.1.7 All materials required to complete the services under this agreement shall be furnished by the contractor, unless agreed otherwise in writing by the parties. Upon approval of a Task Order, the contractor shall notify the Commission's designated project manager of the proposed source of supply of all materials to be used in the work and shall furnish samples of such materials as may be required by the Commission's designated project manager.

- 2.1.8 All work and materials covered by this statement of work and associated Task Orders shall be subject to inspection at any and all times by the Commission's designated project manager.

2.2 SURFACE PREPARATION

Contractor shall:

- 2.2.1 Ensure that all repairs and repainting match all exterior or interior colors to existing color schemes of the building, facility, or item being painted unless the designated Commission project manager directs otherwise and performed to the acceptance of RCTC.
- 2.2.2 Clean all surfaces to be painted or primed of all foreign material, including loose paint, chipped paint, rust scale, oil, grease, dirt, mildew, chemicals, attached or applied items or materials, and minor defects removed by light sanding, or any other material that may interfere with the proper application, adhesion, and longevity of the paint or applied material. Contractor shall not apply paint or other materials to wet, dusty, damp, dirty, finger marked, unfinished, rough or otherwise defective surfaces until such conditions have been properly remedied.
- 2.2.3 Remove all hardware items before painting including but not limited to electrical and telephone plates and covers, hardware from doors and frames, removable door numbers and signs, graphic letters and numbers, etc., and replace all items on completion of the painting work.
- 2.2.4 Not apply paint in damp or rainy weather or at temperature below 50 degrees Fahrenheit.
- 2.2.5 Provide undercoat paint when required, produced by the same manufacturer as the finish coat.
- 2.2.6 Use only thinner approved by the paint manufacturer, and use only within the recommended limits.
- 2.2.7 Sand and wash with a solution of TSP or equal or Glossy surfaces shall be sanded, washed with a solution of TSP or equal or treated with liquid sandpaper on all glossy surfaces to provide a roughened surface for proper adhesion.
- 2.2.8 Remove all rust and corrosion from metal surfaces. Spot prime on the day of application all bare metal primed with a primer that will withstand exposure to the elements and also be compatible with subsequent finish coats. Spot repairs and application of primer coat, base coat and finish coat in accordance with specifications provided by the designated Commission Project Manager.
- 2.2.9 Clean galvanized metal items with peeled paint with scrapers, sandpaper or wire brush to remove all damaged paint and properly primed before painting.

2.3 PAINT APPLICATION

Contractor shall:

- 2.3.1 Apply all coats of all materials to manufacturer's specifications.
- 2.3.2 Apply finish coats that are free of all defects including but not limited to brush marks, sanding marks, runs, sags, skips, crawls, and holidays, regardless of number of coats applied.

- 2.3.3 Ensure that all exposed electrical conduit, hangers, outlet boxes, junction boxes, raceways, gutters, supporting frames, piping, ductwork, grilles, registers, insulation or unprimed electrical equipment in areas calling for finishing shall be painted one coat of adjacent finish over prime coat.
- 2.3.4 Apply final coats with an even finish.
- 2.3.5 Provide and hang a sufficient number of "Wet Paint" signs to protect all newly painted finishes.
- 2.3.6 Ensure that all after hours, and weekend work shall be only with the prior approval of the designated Commission representative and will be done on straight time, no overtime.

2.4 WORK ELEMENTS BY STATION:

2.4.1 Pedley Station

- Parking Lot and Bus Loop Light Standards (poles) including the light housing as applicable.
- Main and Emergency Platform Light Standards (poles) including the light housing as applicable.
- Bollard posts
- Lighting Control Cabinet and other cabinets
- Canopies
- Guard house with attached cart garage
- Railings, Fences and Gates
- Sign Posts
- Tactile warning strips

2.4.2 La Sierra Station A & B

- Parking Lot Light Standards (poles) including the light housing as applicable.
- Parking Lot Covered Parking Canopy (Solar Panels)
- North Platform Light Standards (poles) including the light housing as applicable.
- South Platform Light Standards (poles) including the light housing as applicable.
- Pedestrian Bridge Stairwells
- Pedestrian Bridge Walkway (interior and exterior)
- Pedestrian Bridge Structural Steel (framing)
- Canopies
- Guard house and cart garage
- Lighting Control Cabinet and other cabinets
- Railings, Fences and Gates

- Sign Posts
- Tactile warning strips

2.4.3 West Corona Station

- Parking Lot Light Standards (poles) including the light housing as applicable.
- Parking Lot Covered Parking Canopy (Solar Panels)
- North Platform Light Standards (poles) including the light housing as applicable.
- South Platform Light Standards (poles) including the light housing as applicable.
- Pedestrian Bridge Stairwells
- Pedestrian Bridge Walkway (interior and exterior)
- Pedestrian Bridge Structural Steel (framing)
- Canopies
- Guard house with attached cart garage
- Lighting Control Cabinet and other cabinets
- Railings, Fences and Gates
- Sign Posts
- Tactile warning strips

2.4.4 North Main Corona Station

- Parking Lot Light Standards (poles) including the light housing as applicable.
- Parking Structure Light Standards (poles) including the light housing as applicable.
- North and South Platform Light Standards (poles) including the light housing as applicable.
- Lighting Control Cabinet and other cabinets
- Canopies
- Guard house
- Parking Structure (interior and exterior)
- Pedestrian Bridge Stairwells
- Pedestrian Bridge Walkway (interior and exterior)
- Pedestrian Bridge Structural Steel (framing)
- Pedestrian Walkway to the Parking Lot Structural Steel (framing)
- Platform striping
- Railings, Fences and Gates

- Sign Posts
- Tactile warning strips

2.4.5 Riverside Downtown Station (including the East Parking Lot Areas)

- Parking Lot Light Standards (poles) including the light housing as applicable.
- Parking Lot Covered Parking Canopy (Solar Panels)
- North Platform Light Standards (poles) including the light housing as applicable.
- South Platform Light Standards (poles) including the light housing as applicable.
- Pedestrian Bridge Stairwells
- Pedestrian Bridge Walkway (interior and exterior)
- Pedestrian Bridge Structural Steel (framing)
- Control Center building (RDNOCC)
- Canopies
- Cart garage (main lot)
- Guard house with attached cart garage (East Parking Lot)
- Lighting Control Cabinet and other cabinets
- Railings, Fencing and Gates
- Sign Posts
- Tactile warning strips

2.4.6 Perris Transit Center

- Parking Lot and Bus Loop Light Standards (poles) including the light housing as applicable. Main and Emergency Platform Light Standards (poles) including the light housing as applicable.
- Bollard posts
- Lighting Control Cabinet and other cabinets
- Canopies
- Guard house
- Doors and frames on the cart garage and restroom buildings
- Railings, Fences and Gates
- Sign Posts
- Tactile warning strips

2.4.7 Riverside Hunter Park Station

- Parking Lot and Bus Loop Light Standards (poles) including the light housing as applicable.

- Platform Light Standards (poles) including the light housing as applicable
- Bollard posts
- Lighting Control Cabinet and other cabinets
- Canopies
- Guard house
- Doors and frames on the cart garage and restroom buildings
- Railings, Fences and Gates
- Sign Posts
- Tactile warning strips

2.4.8 Moreno Valley/March Field Station

- Parking Lot and bus Loop Light Standards (poles) including the light housing as applicable
- Platform Light Standards (poles) including the light housing as applicable
- Bollard posts
- Lighting Control Cabinet and other cabinets
- Canopies
- Guard house
- Doors and frames on the cart garage and restroom buildings
- Railings, Fences and Gates
- Sign posts
- Tactile Warning strips

2.4.9 South Perris Station

- Parking Lot and Bus Loop Light Standards (poles) including the light housing as applicable
- Platform Light Standards (poles) including the light housing as applicable
- Bollard posts
- Lighting Control Cabinet and other cabinets
- Canopies
- Guard house
- Doors and frames on the cart garage and restroom buildings
- Railings, Fences and Gates
- Sign posts
- Tactile warning strips

2.4.10 Toll Facilities and Operation Control Center

- Building Exterior (Stucco, Wood, Metal) Block Walls, Fences, Gates
- Building Interior (Offices, Bathrooms, Kitchens, Conference rooms)

2.5 COMMUTER RAIL STATION WORK

Contractor acknowledges that all Commission-owned commuter rail stations are “operating” rail stations with passengers, passengers vehicles, buses, taxis, limos, etc.

2.5.1 All parking lots must be kept open at all times for smooth flow of pedestrian traffic and vehicle traffic, small areas can be coned off where work needs to be performed as long as it does not impact traffic and/or pedestrian flow. Coning off the number of parking stalls around the proposed work areas shall be kept to a minimum and approved by the Commission’s designated project manager prior to commencing work.

2.5.1.1 In no case shall the number of parking stalls to be barricaded at each station exceed the following:

- Pedley Station – 75 spaces (includes 35 for laydown area)
- La Sierra Station – 50 spaces (Laydown area shall be the vacant property north of the parking lot [between the parking lot and the Bowling Alley])
- North Main Corona Station – 50 spaces (includes 10 for laydown area)
- Riverside Downtown Station – 50 spaces (includes 10 for laydown area)
- Riverside Downtown East Parking Lot – 50 spaces (includes 10 for laydown area)
- West Corona Station – 50 spaces (includes 10 for laydown area)
- Perris Transit Center – 50 spaces (includes 10 for laydown area)
- Riverside Hunter Park Station – 75 spaces (including 35 for laydown area)
- Moreno Valley/March Field Station – 50 spaces (Laydown area shall be the vacant property north of the parking lot)
- South Perris Station – 50 spaces (laydown area shall be the vacant property north of the parking lot)

2.5.1.2 RCTC will review the proposed contractor schedule and potentially permit a greater number of stalls to be barricaded to improve efficiency and expedite the work.

2.5.1.3 Where work affects handicapped parking, Contractor shall make provisions to accommodate the same number of affected parking stall in close proximity to station platforms as possible, subject to RCTC approval.

2.5.2 Metrolink operates an additional two (2) trains on Saturday and Sunday, during the summer months between July 3 and October 10. Contractor shall account for these additional trains on the weekends in their bid and schedule.

2.5.3 Contractor shall be aware that BNSF Railroad operates on the tracks on a continuous basis. Approximately 80 trains a day pass through the stations.

2.5.4 Contractor Orientation Training

All Contractor personnel or subcontractors working within 25-feet of the centerline of the track shall possess valid Contractor Orientation Training for BNSF Railway, Union Pacific Railway and Metrolink.

2.5.4.1 This can be obtained from the following web site:
<http://www.contractororientation.com/>.

2.5.4.2 When working within 25-feet of the centerline of the track or when equipment has the potential to foul (fall on or block) the tracks BNSF (West Corona, North Main Corona, La Sierra, and Riverside Downtown), Union Pacific (Pedley), or Metrolink (Riverside Hunter Park, Moreno Valley/March Field, Perris Transit Center, and South Perris) will require a BNSF, Union Pacific or Metrolink (as appropriate) flagger be present during the work.

2.5.4.3 When working within 25-feet of the centerline of the track or when equipment has the potential to foul (fall on or block) the tracks Contractor will be required to coordinate the work with the BNSF, Union Pacific or Metrolink (as appropriate) Flagger at the beginning of each work day.

2.5.4.4 When working within the 25-foot zone, the BNSF, Union Pacific or Metrolink (as appropriate) Flagger may require all operations to stop and for the contractor's forces to move out of the zone when trains pass through the station. This should be anticipated in the scheduling of the work.

3.0 CONTRACTOR OBLIGATIONS

3.1 PERSONNEL AND USE OF SITE(S)

3.1.1 The contractor shall provide a competent and sufficient supervisory work force as may be necessary to properly maintain efficient performance of the work at all times. Supervision shall have full authority to represent the contractor in making decisions and executing the work in a first class workmanlike manner.

3.1.2 Contractor shall not employ on any work for the Commission any unfit person or anyone unskilled in the work assigned to him, and contractor shall at all times keep the work site, including any storage areas used by him, free from accumulation of waste materials, trash or rubbish. All material shall be removed from each site by the end of each work day. Neither new or used materials shall be stored on site. All materials that are replaced shall be properly disposed off-site by the Contractor in accordance with all environmental requirements. Commission dumpsters shall not be used for this purpose.

3.1.3 Contractor shall confine the storage of materials and operations of its workers, vehicles and equipment to limits prescribed by law, ordinances, permits and the

directions of the Commission's designated project manager and, upon completion of work for the Commission, Contractor shall leave the work and premises in a condition satisfactory to the Commission's designated project manager.

- 3.1.4 The contractor shall preserve and protect from damage all existing monuments, utilities, structures, and hardscape. The contractor shall be responsible for damages caused by its operations. In the event that damage does occur, the cost of repairs shall be paid by the contractor at no cost to the Commission.
- 3.1.5 Any concerns expressed by contractor, adjacent property owners or government officials regarding acceptable conditions or procedures on Commission-owned property will be resolved by consultation with the Commission's designated project manager, prior to starting the work.

3.2 SAFETY

- 3.2.1 All contractors and subcontractors performing services for the Commission are required and shall comply with all Occupational and Health Administration (OSHA), State and County Safety and Occupational Health Standards, and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
- 3.2.2 Contractor shall provide all reasonably necessary safety equipment, including but not limited to helmets, eye protection, hearing protection, paint and particle respirators, and to ensure that his/her crews use this safety equipment when working on Commission property. Contractor shall be held accountable for any infraction of safety equipment use.
- 3.2.3 Maintenance activities on the property shall be performed in a safe and efficient manner and shall comply with all local, state, and federal requirements. The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor and sub-contractors employees will be expected to wear approved safety equipment and follow all relevant safety rules and guidelines.
- 3.2.4 Contractor shall furnish, install and maintain all warning devices, i.e. barricades, cones, etc. required to adequately protect the public during the performance or work. All platforms, stairwells, elevators and commodities on the station must remain open and operable at all times. The contractor shall place orange cones, temporary signage and barricades as deemed necessary to maintain proper flow around the proposed areas of work.
- 3.2.5 When work results in airborne products, such as pressure washing, appropriate shields and barriers shall be erected to contain the airborne products and protect the station patrons.
- 3.2.6 If welding of items is deemed necessary, Contractor shall provide adequate flash shielding and protection to protect the station patrons from welding arc flashes.

3.3 LABOR AND MATERIALS

- 3.3.1 CONTRACTOR shall provide all labor, materials, and tools required for the provision of the required services.

- 3.3.2 Provide necessary equipment (i.e., ladders, ladder trucks, aerial lifts, scaffolding, etc.) required to perform the work specified in the CONTRACT which shall include those tools and equipment required for repairing/replacing of all equipment regardless of height.
- 3.3.3 Contractor shall provide all storage space needed for performance of this work in an off- site location. COMMISSION facilities shall not be used for the storage of any material, tools or equipment required to perform this work.
- 3.3.4 All replaced material shall be made available to the Commission upon the Commission's request.
- 3.3.5 Unless otherwise specifically noted, contractor shall provide and pay for all labor, materials, equipment, tools, utilities not provided by the Commission, transportation and other facilities and services needed for the proper execution and completion of the work.
- 3.3.6 All materials shall be new, high grade (commercial grade), free of defects, suitable for the specific purpose intended, and subject to the review and approval of the Contract Administrator or his designee.
- 3.3.7 Materials being replaced shall be replaced with the same make and model or an approved equal. All "OR EQUALS" must be approved by the Commission's designated project manager or his/her designee.
- 3.3.8 Any material or equipment not conforming to the requirements or found to be damaged or defective at the time of delivery shall be replaced by the contractor without additional cost to the Commission.
 - 3.3.8.1 If the contractor fails to comply promptly with any order of the Commission's designated project manager, to replace or repair damaged or defective material, equipment or work, the Commission's designated project manager shall, upon written notice to the contractor, have the authority to deduct the cost of such replacement or repair from any compensation due or to become due the contractor.
- 3.3.9 Certain small parts, such as wire, nuts, bolts, screws, tape and other consumables shall be included as overhead in the labor cost quoted for a project.
 - 3.3.10 All guarantees and warranties obtainable by the contractor from manufacturers and vendors of equipment, in the performance of this contract, shall be extended to the Commission to the full extent of their terms.
 - 3.3.11 All work shall be under warranty for a period of 18 months.

3.4 KEY PERSONNEL AND QUALIFICATIONS

- 3.4.1 Key personnel will be available to the extent proposed for the duration of the project and no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Commission. This includes subcontractors that are considered "key" to the successful execution of this project.
- 3.4.2 Qualifications applicable to all positions:
 - 3.4.2.1 All vehicle equipment operators must have and maintain appropriate licenses for the operation of such equipment.

- 3.4.2.2 Ability to work out of doors in all weather conditions, to climb irregular embankments and ladders, to lift objects not exceeding OSHA weight regulations.

4.0 TASK ORDER PROCEDURES

4.1 DEFINITIONS

- 4.1.1 The **terms *bid* and *proposal*, *bidder* and *proposer*, *scope of work* and *statement of work*, are interchangeable** as relates to this statement of work. The term *contractor* shall refer to the firm or firms that are awarded the ensuring contract for services.
- 4.1.2 A Task Order is utilized by the parties to establish, outline, and authorize a particular job or task.

4.2 INITIATING TASK ORDERS

- 4.2.1 The Commission's designated project manager will issue Task Orders to Contractor on a rotational/qualifications basis as needed, when needed.
- 4.2.2 REQUEST FOR TASK ORDER SUBMITTALS. Upon a request for a Task Order Proposal by the designated Commission project manager, contractor shall develop a plan and SUBMIT A TASK ORDER proposal for the requested services. The Task Order shall include a time schedule, number of labor hours, and labor classification(s) to provide the requested services.
- 4.2.3 REVIEW AND AWARD OF TASK ORDERS. The Commission's designated project manager will review the submitted Task Order to ensure that the submittal is complete, consistent with the Commission's written or oral request for services, the personnel assigned are acceptable, the schedule is acceptable, that all costs proposed are appropriate, and that the item is in compliance with contractual requirements. The project manager will approve and award the Task Order. If required, the Commission's designated project manager will conduct negotiations to address exceptions and clarify costs. The fully executed Task Order will serve as the record of the parties' negotiations.
- 4.2.4 TASK ORDER SCHEDULE. The contractors' performance of services shall commence under each Task Order schedule and only upon written authorization by the Commission.
 - 4.2.4.1 Contractor shall provide a detailed schedule for each Task Order as to when the work associated with that Task Order will be performed.
 - 4.2.4.2 The Stations will be operational during the performance of the work and the work will need to be staged to minimize the impact to the patrons.
 - 4.2.4.3 The stations are operational from 4:30am to 10pm with patrons parking and accessing the stations.
 - 4.2.4.4 All work can be completed during the normal work week following the rush hours (between 4:00 am and 8:30am) or during weekend hours with prior authorization from RCTC. Premium time for weekend work will not be permitted.

- 4.2.4.5 The Contractor shall notify RCTC one week in advance of performing any work that may have a substantial impact on station patrons or station operations in order to allow for notification to the station passengers and vehicle drivers of scheduled work.
- 4.2.4.6 Contractor shall complete the services within the time frame specified on a particular Task Order. The duration of a particular Task Order may not exceed 12 months, unless otherwise approved in writing, or extend beyond the terms of the governing agreement.
- 4.2.5 All work shall be subject to the inspection and approval of the COMMISSION either by the Contract Administrator or a designated representative prior to the acceptance and approval of payment.
- 4.2.6 Any damage to RCTC property, station patrons' vehicles, or Buses that is caused by the contractor shall be repaired by the contractor with no cost to RCTC.

4.3 NOTIFICATION AND RESPONSE TIME(S)

- 4.3.1 Unless otherwise directed by the Commission's designated project manager, contractor must respond as follows:
 - Standard Services** – Unless otherwise agreed under the subject Task Order, Contractor must initiate services within forty eight (48) hours of receipt of an authorized Task Order.
 - Submit Task Order Proposal** – Contractor must provide a Task Order Proposal in response to the Commission's request for services within forty-eight (48) hours of its receipt of a duly authorized request for Task Order submittal.
 - Perform/Complete Task Order Work** – Contractor must complete work described in the Task Order pursuant to the schedule identified in the Task Order.
 - Emergency Services** - In an emergency situation, as determined by Commission staff, the Commission will require the contractor to respond immediately to address the situation (including weekends) within an 8-hour period.
- 4.3.2 Contractor and sub-contractors must provide the Commission with 24-hour contact number(s) for contractor's key personnel and an acceptable means of emergency "on-call" communication with the Commission's designated project manager.
- 4.3.3 Contractor's offices must have voice, fax and e-mail capability.
- 4.3.4 RCTC shall be notified 24 hours in advance prior to starting any work, and it is the contractor's responsibility to notify the Commission's designated project manager of work completion within 24 hours of completion of each Task Order.
- 4.3.5 The Contractor shall identify the locations they plan on working so the passengers can be notified to not park in those areas.
- 4.3.6 The Contractor will need to secure the areas they plan on working in to ensure patrons do not park or walk through work zones.
- 4.3.7 The Commission's designated project manager must be notified when contractor and or its subcontractor has employees on Commission-owned property, at times other than regularly scheduled work times.
- 4.3.8 Contractor and/or its subcontractor are to immediately notify the Commission's designated project manager of any unsafe or questionable condition that exists on

the property. The Commission's designated project manager will then notify the necessary parties.

5.0 SITE MAINTENANCE AND CLEANUP

- 5.1 Contractor shall keep all work areas free from accumulations of waste material or rubbish caused by Contractor employees and their work. At the end of each day at a site, Contractor shall remove all rubbish, debris, tools, equipment and materials from a project and shall leave work area "broom clean" or equivalent unless more exactly specified by the Commission's designated project manager.
- 5.2 Contractor shall clean all work areas of any excess or spilled materials or debris resulting from Contractor's work on the same day debris is generated. During the progress of the work, remove from the site all discarded paint materials, rubbish, cans and rags at the end of each workday.
- 5.3 Contractor shall comply with all hazardous materials disposal laws, rules, regulations and ordinances.

6.0 DIRECT COSTS AND MATERIAL MARKUP

- 6.1 Contractor shall be compensated for reasonable and allowable materials costs detailed on the Proposal Pricing Form Appendix 'I' and/or otherwise incurred under a particular Task Order. Materials costs must be substantiated with invoices submitted by the contractor for materials used in performing the approved tasks issued under the subject Task Order.
- 6.2 Contractor markup on materials required to perform the services described herein shall be fixed for the term of the agreement. In no case, shall contractor's mark up for materials exceed ten percent (10%).
- 6.3 Receipts will be required and shall be provided by the Contractor to substantiate costs incurred by the contractor for all materials included in each invoice submitted to the Commission for payment.

End of Statement of Services

**EXHIBIT “B” –COMPENSATION RATES – TO BE INSERTED FROM SUCCESSFUL
CONTRACTOR PROPOSAL**

DRAFT

EXHIBIT "B"

COMPENSATION SUMMARY

FISCAL YEAR	PROJECT	COST
FY 2020/21	On-Call Painting Services	850,000.00
FY 2021/22	On-Call Painting Services	550,000.00
FY 2022/23	On-Call Painting Services	550,000.00
FY 2023/24	On-Call Painting Services	550,000.00
FY 2024/25	On-Call Painting Services	500,000.00
FY 2025/26	On-Call Painting Services	500,000.00
FY 2026/27	On-Call Painting Services	500,000.00
FY 2027/28	On-Call Painting Services	500,000.00
TOTAL COSTS		\$ 4,500,000.00

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EXHIBIT “C”- FUNDING AGENCY REQUIREMENTS –TO BE INSERTED FROM RFP

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**SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD)
AND
STATE (CALTRANS)
FUNDING REQUIREMENTS**

The following additional funding requirements apply depending on the funding source identified as applicable for a Task Order.

I. SCAQMD REQUIREMENTS

Non-Discrimination - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.

II. CALTRANS REQUIREMENTS

* Section 2 below is also applicable to FTA Funded Task Orders.

1. Invoices & Payments.

Invoices shall be mailed to Commission's Contract Administrator at the following address:

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

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

2. Cost Principles and Administrative Requirements.

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

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

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

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

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

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

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

6. Equipment Purchase

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

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

Any equipment purchased as a result of this Agreement is subject to the following: Contractor shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, Commission shall receive a proper refund or credit at the conclusion of this Agreement, or if this Agreement is terminated, Contractor may either keep the equipment and credit Commission in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established Commission procedures; and credit Commission in an amount equal to the sales price. If Contractor elects to keep the equipment, fair market value shall be determined at Contractor's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by Commission and Contractor. If Contractor determines to sell the equipment, the terms and conditions of such sale must be approved in advance by Commission. 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the Project.

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

7. National Labor Relations Board Certification.

In accordance with Public Contract Code Section 10296, and by signing this Agreement, Contractor certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period, because of Contractor's failure to comply with an order of a federal court that orders Contractor to comply with an order of the National Labor Relations Board.

8. Nondiscrimination; Statement of Compliance.

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

During the performance of this Agreement, Contractor and its subcontractors shall not

unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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FTA FUNDING REQUIREMENTS

The following FTA terms will be incorporated into all Task Orders utilizing FTA funds, unless otherwise determined in writing by RCTC. As used herein, "RCTC" shall have the same meaning as the "Commission." The term "contract" or "Contract" shall have the same meaning as the "Agreement."

1. No Obligation by the Federal Government

a. RCTC and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements or Related Acts

a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. Access to Records

The Contractor agrees to the following access to records requirements:

- a. To provide RCTC, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b. To make available in the case of a contract for a capital project or improvement, as defined above and awarded by other than competitive bidding in accordance with 49 U.S.C. 5325(a), records related to the contract to RCTC, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- c. To maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until RCTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- d. To permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4. Federal Changes

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

5. Civil Rights

The following requirements apply to the underlying contract:

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

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

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, Federal transit law at 49 U.S.C. § 5332, the Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability, and that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. FTA Disadvantaged Business Enterprise (DBE) Requirements

A. General DBE Requirements: In accordance with Federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), Commission has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs" (the "Regulations"). This RFP is subject to these stipulated regulations. In order to ensure that Commission achieves its overall DBE Program goals and objectives, Commission encourages the participation of DBEs as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with U.S. DOT funds.

It is the policy of the Commission to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

B. Discrimination: Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Any terms used herein that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations.

C. Commission's Race-Neutral DBE Program: A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms. Therefore, under a Race-Neutral DBE Program, Commission does not establish numeric race-conscious DBE participation goals on its DOT-assisted contracts. There is no FTA DBE goal on this Project.

Consultant shall not be required to achieve a specific level of DBE participation as a condition of contract compliance in the performance of this DOT-assisted contract. However, Consultant

shall adhere to race-neutral DBE participation commitment(s) made at the time of award of any Task Order (as defined in the Model Contract).

D. Race-Neutral DBE Submissions and Ongoing Reporting Requirements (Post-Award): For each Task Order proposal, the successful Consultant shall complete and submit to Commission a “DBE Race-Neutral Participation Listing” in the form provided by Commission. In the event DBE(s) are utilized in the performance of the Task Order, Consultant shall comply with applicable reporting requirements.

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

F. DBE Certification Status: If a listed DBE subconsultant is decertified during the life of any Task Order, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a non-DBE subconsultant becomes a certified DBE during the life of the Task Order, the DBE subconsultant shall notify Consultant in writing with the date of certification. Consultant shall furnish the written documentation to Commission in a timely manner. Consultant shall include this requirement in all subcontracts.

G. Consultant’s Assurance Clause Regarding Non-Discrimination: In compliance with State and Federal anti-discrimination laws, Consultant shall affirm that it will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, Consultant shall affirm that they will consider, and utilize subconsultants and vendors, in a manner consistent with non-discrimination objectives.

H. Violations: Failure by the selected Consultant(s) to carry out these requirements shall be a material breach of the contract to be awarded pursuant to this RFP, which may result in the termination of the contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the Consultant from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

I. Prompt Payment: Consultant shall pay its subconsultants for satisfactory performance of their contracts no later than 30 days from receipt of each payment Commission makes to the Consultant. 49 C.F.R. § 26.29(a), unless a shorter period is provided in the contract.

J. Compliance with DBE Requirements Contained in FTA Provisions: Consultant shall comply with all DBE reporting and other requirements contained in this Agreement.

7. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RCTC requests which would cause RCTC to be in violation of the FTA terms and conditions.

8. ADA Access Requirements

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC Section 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794; 49 USC Section 5301(d).

9. Fly America

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

10. Cargo Preference - Use of United States-Flag Vessels

The Contractor agrees:

1. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
2. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading.)

3. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

11. Buy America

The following shall apply unless otherwise specified in a Task Order request.

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

Contractor must submit to RCTC the appropriate Buy America certification with all bids on FTA-funded contracts (including Task Orders), except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

12. Employment Provisions

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

A. Equal Employment Opportunity — Consultant must comply with Executive Order 11246 (3 CFR, 1964–1965 Comp., p. 339), “Equal Employment Opportunity,” as amended by Executive Order 11375 (3 CFR, 1966–1970 Comp., p. 684), “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR chapter 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

B. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c) — Consultant must comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, “Consultants and Subconsultants on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Commission shall report all suspected or reported violations to the responsible DOE contracting officer.

C. Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333) — Consultant must comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each Consultant is required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

D. Davis-Bacon Act (40 U.S.C. 276a) — Consultant shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

13. Release of Retainage

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

14. Termination for Convenience

RCTC may terminate the Agreement for convenience in accordance with the terms of the Agreement.

After such termination, the Contractor shall submit a final termination settlement proposal to RCTC as directed. If the Contractor fails to submit a proposal within the time allowed, RCTC may determine, on the basis of information available, the amount, if any due the Contractor because of the termination and shall pay the amount determined. After the Contractor's proposal is received, RCTC and Contractor shall negotiate a fair and equitable settlement and the contract will be modified to reflect the negotiated agreement. If agreement cannot be reached, RCTC may issue a final determination and pay the amount determined. If the Contractor does not agree with this final determination or the determination resulting from the lack of timely submission of a proposal, the Contractor may appeal under the Disputes clause.

15. Administrative and Contractual Remedies on Breach; Termination for Cause

a. The Contractor may be declared in breach of this Agreement ("Breach") if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms. In case of any of the foregoing, RCTC shall notify the Contractor of the Breach, and the Contractor shall have a period of ten (10) days (or such longer period as RCTC may authorize in writing) after receipt of notice from RCTC to cure the Breach.

b. RCTC may, by written notice of termination to the Contractor specifying the effective date thereof, terminate the whole or any part of this contract, in the case of a Breach that is not cured within the timeframe set forth in (a) above (“Uncured Breach”).

c. If the contract is terminated in whole or in part for an Uncured Breach, RCTC may procure upon such terms and in such manner as RCTC may deem appropriate, supplies or services similar to those so terminated, or may complete the services with its own forces. The Contractor shall be liable to RCTC for any excess costs for such similar supplies or services, and for any other costs incurred by RCTC as a result of the Uncured Breach. The Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

d. Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required project completion schedule.

e. Payment for completed services or supplies delivered to and accepted by RCTC shall be at the contract price. RCTC may withhold from amounts otherwise due the Contractor for such completed services or supplies such sum as RCTC determines to be necessary to protect RCTC against loss because of outstanding liens or claims of former lien holders, or to reimburse RCTC for any other costs related to the Uncured Breach.

f. If, after notice of termination of this contract for cause, it is determined for any reason that an Uncured Breach did not exist, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the provisions for termination for convenience of RCTC.

g. The rights and remedies of RCTC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

h. Notwithstanding the above, RCTC may, without providing an opportunity to cure, terminate the contract in accordance with the timeframe set forth in Section 3.4 of the contract, if RCTC determines such action is in its best interest based on the nature of the Breach. Such actions shall not limit any of RCTC’s remedies set forth above.

16. Disputes

a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be

decided by RCTC's Deputy Executive Director, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the RCTC Deputy Executive Director shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, Contractor mails or otherwise furnishes to the RCTC Deputy Executive Director a written appeal addressed to RCTC's Executive Director. The decision of RCTC Executive Director or duly authorized representative for the determination of such appeals shall be final and conclusive.

b. The provisions of this Paragraph shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

c. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision of RCTC's Deputy Executive Director. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any RCTC official or representative on a question of law, which questions shall be settled in accordance with the laws of the State of California.

17. Lobbying

See the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The Offeror shall complete and submit with its bid/proposal the attached Certification Regarding Lobbying, and if applicable, the Standard Form-LLL, "Disclosure Form to Report Lobbying."

18. Energy Conservation

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

19. Clean Water

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Contractor further agrees that:

- (1) It will not use any violating facilities;
- (2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- (3) It will report violations of use of prohibited facilities to FTA; and
- (4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

20. Clean Air

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Contractor further agrees that:

- (1) It will not use any violating facilities;
- (2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- (3) It will report violations of use of prohibited facilities to FTA; and
- (4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

c. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

21. Recycled Products

Recovered Materials - The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order

12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

21. Safe Operation of Motor Vehicles

Pursuant to Federal Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project.

a. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or RCTC.

b. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this contract.

DRAFT

AGENDA ITEM 8

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	January 25, 2021
TO:	Western Riverside County Programs and Projects Committee
FROM:	Eric DeHate, Transit Manager
THROUGH:	Lorelle Moe-Luna, Multimodal Services Director
SUBJECT:	Amendment to City of Riverside's FY 2020/21 Short Range Transit Plan

STAFF RECOMMENDATION:

This item is for the Committee to:

- 1) Approve a \$16,000 increase in the FY 2020/21 Local Transportation Fund (LTF) funding allocation for the city of Riverside (City);
- 2) Amend the City's FY 2020/21 Short Range Transit Plan (SRTP) to increase the LTF operating allocation in the amount of \$16,000 for preventative maintenance operating expenses; and
- 3) Forward to the Commission for final action.

BACKGROUND INFORMATION:

During the development of the FY 2020/21 SRTP cycle in spring 2020, the pandemic, also known as the Coronavirus (COVID-19), caused stay-at-home orders issued throughout the country including California. Since mid-March 2020 when the Governor issued a stay-at-home order due to COVID-19, transit ridership plummeted 80 to 90 percent in just a few weeks, causing many transit operators to reduce their scheduled services. Transit operators continue to monitor ridership closely and have implemented enhanced safety and sanitization measures for their vehicles, bus stops, and transit centers.

Congress took action to assist many including transit operators with the passage of the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act. Riverside County transit operators received approximately \$122 million in CARES Act funding. This funding assisted operators in FY 2019/20 and FY 2020/21. For FY 2020/21, CARES Act funding through the Federal Transit Administration (FTA), made up the majority share of funding.

The City received \$6.6 million of CARES Act funding for its paratransit service (Riverside Connect), for which approximately \$5 million is programmed in FY 2020/21. The City anticipated utilizing a portion of its share of CARES Act funding to match other federal funding to fully fund its preventative maintenance for FY 2020/21; however, the City was notified by FTA staff that CARES funds could not be used to match other FTA funds. The City is still expected to expend the CARES funds in FY 2020/21 for other operating expenditures.

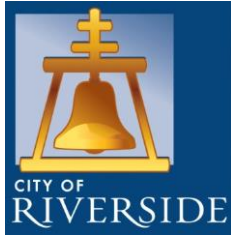
City staff reached out to Commission staff and submitted an amendment (Attachment 1) to its FY 2020/21 SRTP and requests an increase of \$16,000 in state LTF to fully fund its preventative maintenance. The total cost of preventative maintenance for FY 2020/21 is \$336,000, and \$320,000 of previously awarded FTA Section 5307 funds will be used. Preventative maintenance is a necessary function to maintain vehicles, facilities, and operating systems. Staff has reviewed the request and recommends approval of the \$16,000 allocation of LTF be used to fulfill this request and to amend the City's SRTP for this additional allocation.

FISCAL IMPACT:

There is no fiscal impact for the additional \$16,000 LTF allocation in the FY 2020/21 budget, as minor LTF adjustments for transit operators were anticipated and budgeted.

Financial Information					
In Fiscal Year Budget:	Yes	Years:	FY 2020/21	Amount:	\$16,000
Source of Funds:	LTF Western Riverside County Bus			Budget Adjustment:	No
GLA No.:	002210 86101 00000 0000 601 62 86101				
Fiscal Procedures Approved:	<i>Theresa Trevino</i>			Date:	01/14/2021

Attachment: City of Riverside's FY 2020/21 Amendment 1 Request



MEMO

Special Transportation Division Parks, Recreation and Community Services Department

DATE: 12/8/2020
TO: Eric DeHate, Transit Manager Riverside County Transportation Commission
FROM: Jessica Jacquez, Management Analyst, City of Riverside
CC: Monica Morales, Management Analyst, RCTC
Ron Profeta, Transit Manager, City of Riverside
RE: FY2020/21 SRTP – Table 4 Amendment #1

This City of Riverside is requesting an amendment to *Table 4: Summary of Funds Requested* for FY 2020/21 to reflect the following changes:

- Request LTF Operating Assistance of \$16,000 to provide match balance required for FTA 5307 preventative maintenance grant
- Include \$64,000 Toll Credit funds in Table 4

Attached is a copy of the revised Table 4 highlighting the changes above.



Table 4.0 - Summary of Funding Requests - FY 2020/21
City of Riverside
Original

Operating																
Project	Total Amount of Funds	5307 RS CARES	5307 RS OB	5339 RS	SGR PUC99313	SGR PUC99314	STA PUC99313	STA PUC99314								
Operating FY2020-21	\$5,360,000	\$5,040,000	\$320,000													
Sub-total Operating	\$5,360,000	\$5,040,000	\$320,000	\$0	\$0	\$0	\$0	\$0								
Capital																
Project	Total Amount of Funds	5307 RS CARES	5307 RS OB	5339 RS	SGR PUC99313	SGR PUC99314	STA PUC99313	STA PUC99314								
Bus Replacement - 21-1	\$400,000			\$320,000	\$45,957	\$4,695		\$29,348								
Dispatch Renovation - 21-2	\$80,000				\$50,000		\$30,000									
TransTrack Upgrade - 21-3	\$80,380						\$80,380									
Sub-total Capital	\$560,380	\$0	\$0	\$320,000	\$95,957	\$4,695	\$110,380	\$29,348								
Total Operating & Capital	\$5,920,380	\$5,040,000	\$320,000	\$320,000	\$95,957	\$4,695	\$110,380	\$29,348								
FY 2020/21 Projected Funding Details																
5307 RS CARES	\$5,040,000															
5307 RS OB	\$320,000															
Total Estimated Operating Funding Request	\$5,360,000															
5339 RS	\$320,000															
SGR PUC99313	\$95,957															
SGR PUC99314	\$4,695															
STA PUC99313	\$110,380															
STA PUC99314	\$29,348															
Total Estimated Capital Funding Request	\$560,380															
Total Funding Request	\$5,920,380															



Table 4.0 - Summary of Funding Requests - FY 2020/21

City of Riverside

Amendment # 1

Operating															
Project	Total Amount of Funds	5307 RS CARES	5307 RS OB	5339 RS	LTF	SGR PUC99313	SGR PUC99314	STA PUC99313	STA PUC99314						
Operating FY2020-21	\$5,376,000	\$5,040,000	\$320,000		\$16,000										
Sub-total Operating	\$5,376,000	\$5,040,000	\$320,000	\$0	\$16,000	\$0	\$0	\$0	\$0						

Capital															
Project	Total Amount of Funds	5307 RS CARES	5307 RS OB	5339 RS	LTF	SGR PUC99313	SGR PUC99314	STA PUC99313	STA PUC99314						
Bus Replacement - 21-1	\$400,000			\$320,000		\$45,957	\$4,695		\$29,348						
Dispatch Renovation - 21-2	\$80,000					\$50,000		\$30,000							
TransTrack Upgrade - 21-3	\$80,380							\$80,380							
Sub-total Capital	\$560,380	\$0	\$0	\$320,000	\$0	\$95,957	\$4,695	\$110,380	\$29,348						
Total Operating & Capital	\$5,936,380	\$5,040,000	\$320,000	\$320,000	\$16,000	\$95,957	\$4,695	\$110,380	\$29,348						

FY 2020/21 Projected Funding Details															
5307 RS CARES	\$5,040,000														
5307 RS OB	\$320,000	64,000 of Toll Credits Used as a match.													
LTF	\$16,000														
Total Estimated Operating Funding Request	\$5,376,000														
5339 RS	\$320,000														
SGR PUC99313	\$95,957														
SGR PUC99314	\$4,695														
STA PUC99313	\$110,380														
STA PUC99314	\$29,348														
Total Estimated Capital Funding Request	\$560,380														
Total Funding Request	\$5,936,380														

AGENDA ITEM 9

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	January 25, 2021
TO:	Western Riverside County Programs and Projects and Committee
FROM:	Jennifer Crosson, Toll Operations Manager
THROUGH:	Michael Blomquist, Toll Program Director
SUBJECT:	Change Order to Amend the Interstate 15 Express Lanes Project Toll Services Agreement with Kapsch TrafficCom USA to Provide Maintenance Services for the 91 Express Lanes Roadside Tolling System

STAFF RECOMMENDATION:

This item is for the Committee to:

- 1) Approve Change Order No. 7B to Agreement No. 16-31-043-00 for the Interstate 15 Express Lanes Project (I-15 ELP) with Kapsch TrafficCom USA Inc. (Kapsch) to provide five years of maintenance services (March 2021 through February 2026) for the 91 Express Lanes Roadside Tolling System in the amount of \$4,387,410, plus a contingency amount of \$500,000, for a total amount not to exceed \$4,887,410;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the change order on behalf of the Commission;
- 3) Authorize the Executive Director or designee to approve contingency work up to the total amount not to exceed as required for the project; and
- 4) Forward to the Commission for final action.

BACKGROUND INFORMATION:

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

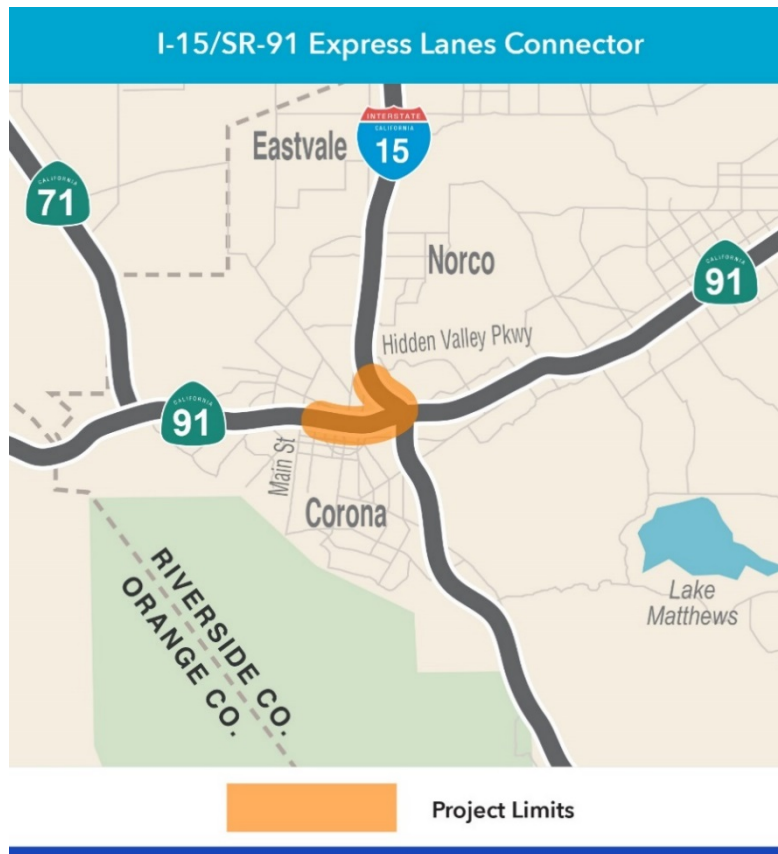


Figure 1: 15/91 Express Lanes Connector Project Vicinity Map

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

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

At its July 2018 meeting, the Commission approved Change Order No. 5 to Agreement No. 16-31-043-00 for the I-15 ELP to Kapsch to retrofit the roadside tolling system on State Route 91, which will allow the 91 Express Lanes and 15 Express Lanes to be integrated into a seamless tolling system. This retrofit work was completed in November 2019 and maintenance through February 2021 is covered under Change Order No. 5.

Change Order 7B provides for continuing maintenance of the 91 Express Lanes Roadside Toll System for five additional years. The additional five years of maintenance would bring the 91

and 15 Roadside Toll System Maintenance contracts into time alignment with maintenance for both through February 2026.

DISCUSSION:

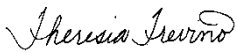
This request is to extend the maintenance of the tolling system on State Route 91 for the next five years, which will coincide with the operations of the 91 Express Lanes roadside tolling systems integrated with the 15 Express Lanes roadside tolling systems. With this extension, Kapsch will be providing maintenance for both the 91 Express Lanes and 15 Express Lanes roadside tolling systems, which should provide efficiency in their operations. This change order will be funded from toll revenues from the 91 Express Lanes operations. The services were previously provided for by Cofiroute USA. The Cofiroute contract has been reduced for roadside tolling systems maintenance.

Based on the overall procurement strategy approved for the 15/91 ELC, staff supports a change order to the I-15 ELP Toll Services agreement with Kapsch to design, install, and maintain replacement of the existing 91 Express Lanes roadside toll system to provide compatibility across the entire RCTC tolling environment.

The Kapsch contract provided pre-negotiated rates for maintenance personnel. Staff worked with Kapsch to negotiate the costs related to the maintenance of the roadside toll system for the period required. Staff finds the negotiated costs to be fair and reasonable.

RECOMMENDATION:

Staff recommends approval of Change Order No. 7B to amend the Toll Services agreement between the Commission and Kapsch in the amount of \$4,387,410, plus a contingency amount of \$500,000, for a total amount not to exceed \$4,887,410. Further, authorization is requested for the Chair or Executive Director to execute the amendment on behalf of the Commission and for the Executive Director or designee to approve contingency work up to the total not to exceed amount as required for the project.

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2020/21 FY 2021/22+	Amount:	\$ 302,909 \$ 4,584,501
Source of Funds:	91 Express Lanes toll revenues			Budget Adjustment:	No N/A
GL/Project Accounting No.:	009199 81041 00000 0000 591 31 81002				
Fiscal Procedures Approved:				Date:	01/14/2021

Attachment: Draft Change Order No. 7B with Kapsch



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

Change Order No. 7B

Pursuant to: (check appropriate box)

- ☒ Written Change Notice No. 7B, dated 28 September 2020, submitted by RCTC to TSP pursuant to Section 20.4.1 of the Contract
- ☐ TSP Change Request No. _____, dated _____, submitted by TSP to RCTC pursuant to Section 20.6 of the Contract
- ☐ Directive Letter No. _____, dated _____, submitted by RCTC to TSP pursuant to Section 20.3 of the Contract

Reference is made to that certain Toll Services Contract (Contract No. 16-31-043-00) dated 26 January 2016, as amended, by and between Riverside County Transportation Commission ("RCTC"), a public entity of the State of California ("RCTC"), and Kapsch TrafficCom USA, Inc., a corporation organized under the laws of Delaware ("TSP"), as amended, together with all Exhibits and prior amendments (the "Contract").

This Change Order amends the Contract.

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



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

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

N/A – RCTC Initiated Change Order

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

All capitalized terms used in this Change Order #7B and not defined herein have the meanings given to such terms in the Toll Services Contract dated January 26, 2017 (as amended by this Change Order and the previous Change Orders), between the Riverside County Transportation Commission (**RCTC**) and Kapsch TrafficCom USA, Inc. (**TSP**) (together the **Contract**).

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

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

Background

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

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

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

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

The Parties intend that the scope of the Project under the Contract shall be made up of 3 Sub projects:

- 1) The toll services work for the SR-91 Express Lanes described in previous Change Order #5 and previous Change Order #6 (**SR-91 Subproject**);
- 2) The toll services work for the I-15 Express Lanes Project (**ELP Subproject**) – described in the Contract as of the Effective Date; and
- 3) The toll services work for the **ELC Subproject** to be described in a future Change Order.

The subprojects shall include the following phases of D&D Work described (Phases):

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

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

-
- existing SR-91 fiber communications network, and shall, upon completion, communicate to the ELP Project ROC.
2. RCTC will provide a sign gantry structure. TSP will insert LED pricing modules into a sign panel provided by RCTC. RCTC will provide supporting structural elements to allow TSP to attach LEDs to the sign panel structure.
 3. A Yagi antenna will be mounted to the new VTMS sign to support determination of delay for assignment of toll pricing in the Eastbound direction on the SR-91 Express Lanes.
 4. TSP will implement temporary pricing support utilizing the existing INFO CMS (at station 524+00 on SR-91) utilizing existing network connections, and the new sign manager software (planned for the new County-Line VTMS) if delivery of the new County-Line VTMS structure is delayed past ELP Revenue Service Commencement. This is referred to as "County-Line VTMS Plan B". County-Line VTMS Plan B shall be implemented, tested, and functional no later than ELP Package 4 Turnover.
- ii. Network Revisions - Connect SR-91 Tolling Infrastructure to the I-15 ROC
1. Including the SR-91 Tolling Points as part of the overall Trip Building/Trip Pricing process for the I-15 and RCTC SR-91 Express Lanes Segment – this work is included in previous Change Order #3
 2. After ELP Subproject has reached Revenue Service, the tolling locations on the RCTC SR-91 Express Lanes Segment will be disconnected from communicating with the SR-91 Operator, and will be reconnected with the new ETC Host located at the new ELP Project ROC as described in this Change Order (Change Order #6)
 3. Includes changes to the Back Office System software to support multi-facility trip tolling.
- 4) ELP Subproject – including Turnover Packages 1, 2, 3 and 4 to be performed as described in the Contract as of the Effective Date.
 - 5) ELC Subproject – including Turnover Package 7 – to be more fully described in a future Change Order.

Install new tolling equipment on 3 future gantries – North Gantry, West McKinley Gantry, and East McKinley Gantry. Install additional CCTV and TTMS equipment to support the monitoring of the new tolling points. These new tolling points will be tied into the new I-15 fiber communications system or SR-91 fiber communications system (as determined during design, and communication with the new I-15 ROC facility.

Part 2: Work under this Change Order

A. SR-91 O&M Work

TSP acknowledges that:

During the SR-91 O&M Term, TSP will perform the following O&M Work (collectively, the **SR-91 O&M Work**):

- (a) Maintenance Services to support the RCTC SR-91 Tolling in accordance with Technical Provisions (TP), Section 16 (the “**SR-91 Maintenance Work**”).
- (b) All other provisions of the Contract apply to this SR-91 O&M Work.

Part 3: Other Material Terms

1) Bonding Requirements

- a. As a condition of performing the O&M work on the SR-91, TSP shall provide and maintain the SR-91 Maintenance Performance Bond (Attachment 3-A) and the SR-91 Maintenance Payment Bond (Attachment 3-B). RCTC will release the SR-91 Maintenance Performance Bond upon expiry of the SR-91 O&M Term, provided that no outstanding claims are then pending or threatened against TSP under the Contract in connection with the SR-91 O&M Work. RCTC will release the SR-91 Maintenance Payment Bond (i) upon receipt of (A) evidence satisfactory to RCTC that all Persons eligible to file a claim against the bond have been fully paid and (B) unconditional releases of Liens and stop notices from all Subcontractors who filed preliminary notice of a claim against the Bond, or (ii) upon expiration of the statutory period for Subcontractors to file a claim against the Bond if no Claims have been filed.

Part 4: SR-91 ROW Access

RCTC will provide TSP with access to the SR-91 ROW for the purposes of performing the SR-91 O&M Work, provided that (i) TSP shall obtain a rider to the existing RCTC encroachment permit providing TSP with access to the SR-91 Site prior to commencing work on the site and shall comply with the requirements of such permit, and (ii) TSP shall comply at all times with TSP’s safety and security procedures and all applicable requirements of this Contract and Technical Provisions.

Part 5: Additional Definitions (Exhibit 1 to the Contract)

SR-91 Maintenance Payment Bond means a Maintenance Payment Bond in the form attached to this Change Order #7B as Attachment 3-B (with such modifications as RCTC approves by Notice, in its sole discretion).

SR-91 Maintenance Performance Bond means a Maintenance Performance Bond in the form attached to this Change Order #7B as Attachment 3-A (with such modifications as RCTC approves by Notice, in its sole discretion).

SR-91 O&M Term means the period commencing on March 1, 2021 and continuing for 60 months (5 years).

SR-91 O&M Work means SR-91 Maintenance Work.

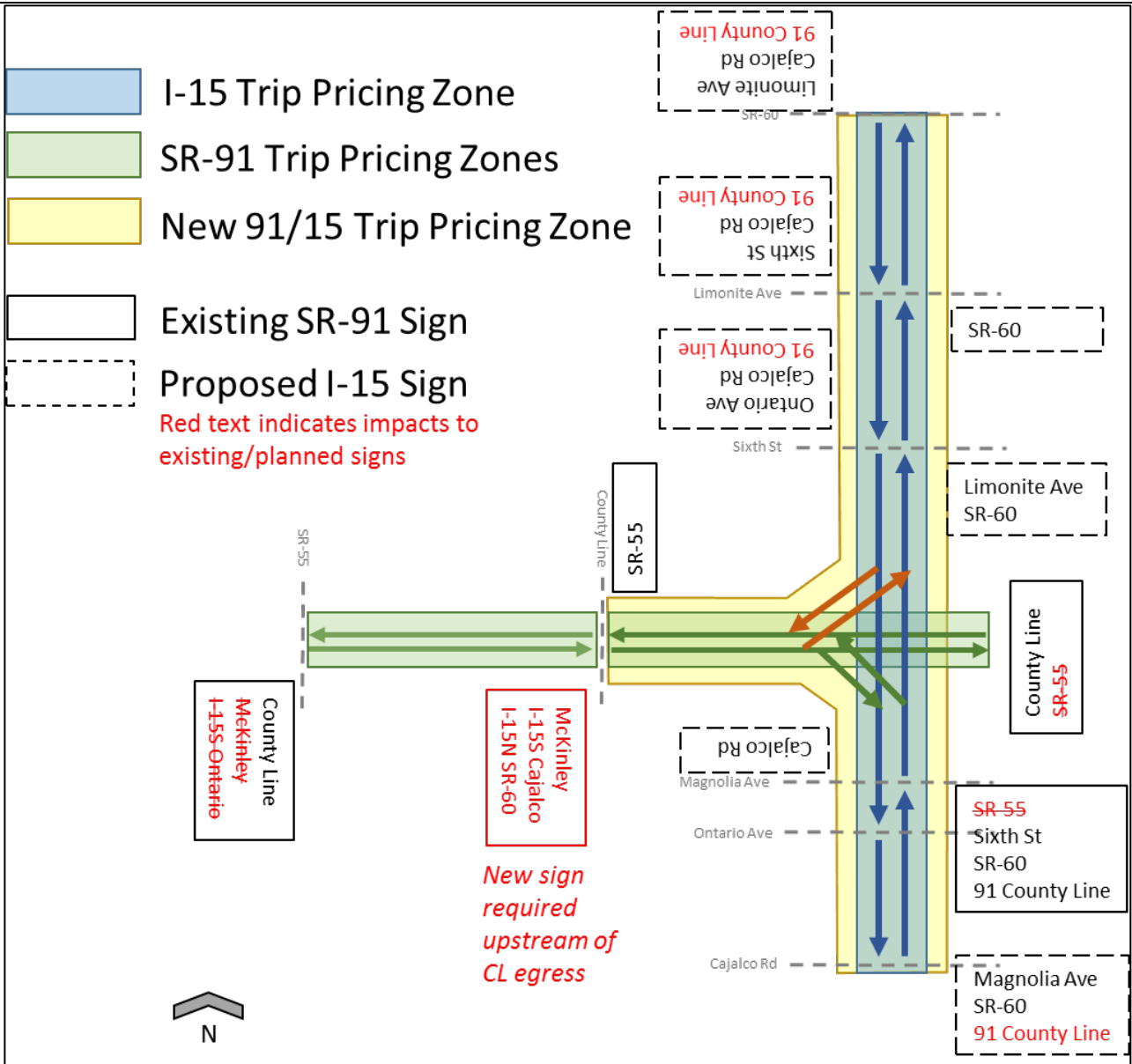
Part 6: Impacts on Existing Definitions and Contract Provisions

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

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

Except as specifically provided otherwise in this Change Order:

- 1) Defined terms previously applying generally to the ELP Project (such as “Project,” “D&D Work,” “Toll Services,” “Work,” “Completion Deadlines,” “Total Capital Cost,” etc.): (a) will retain the same names and the definitions will be revised to include SR-91 (Phase 1, 2, 3, and 4) and ELC; but (b) corresponding ELP Project-specific defined terms will also be created so as to distinguish from SR-91 and ELC as needed.
- 2) Provisions in the Contract of general application to the ELP Project (such as TSP’s indemnities, events of default) will also apply to SR-91 and ELC.



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

All impacts of the Change are reflected in this Change Order #7B, and there are no other impacts of the Change on the performance of other aspects of the D&D Work, O&M Work, RCTC or RCTC's toll operations.

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



N/A

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

See Redlined Technical Provisions Attachment 2.



SECTION II – Cost Impact(s)

A. Summary

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

- ☐ n/a¹ \$0.00 (“no cost”) Change Order.
- ☐ as a lump sum adjustment to the Contract Price in the amount of _____ dollars (\$ _____).
- ☒ as a series of monthly payments in accordance with Attachment 1A through 1E – SR-91 O&M – Price Sheet – Monthly Payments
- ☐ as an adjustment to Total O&M Years 1 and 2 Cost or Total O&M Years 3, 4 and 5 Cost
- ☐ as a Unit Price Change Order for increases or decreases in the Contract Price [not to exceed] / [in the amount of] _____ dollars (\$ _____))
- ☐ as a Time and Materials Change Order, [not to exceed _____ dollars (\$ _____)]
- ☐ as is set forth below, under Section II(B)([2] / [3]). **[select the proper reference]**
- ☐ If more than one box has been checked, also check this box and summarize terms here:

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

B. Special Considerations

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

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

- Total extra Work Costs: \$ _____
- Total delay and disruption damages: \$ _____

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



Discussion (if any):

2. Deductive RCTC Changes. ☒ n/a

If this Change Order is a deductive change

Net Cost² Savings attributable to the deductive change \$ _____

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

Discussion (if any):

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

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

The status of the CSC Commencement Deadline is as follows:

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

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

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

The status of the total Float is as follows:

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

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



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

By: _____

Name: Jason Stewart

Title: Project Manager

Date: _____

Comments:

SECTION V - (Reviewed and agreed by TSP)

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

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



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

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

TSP:
Kapsch TrafficCom USA, Inc.

Date: _____

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

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

TSP:
Kapsch TrafficCom AG

Date: _____

By: _____
Name:
Title:



SECTION VI - (Reviewed and recommended by RCTC)

By: _____
Name: David Thomas
Title: Toll Project Manager
Date: _____

By: _____
Name: Michael Blomquist
Title: Toll Project Director
Date: _____

Comments:



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

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

Date: _____

(the effective date of this Change Order)

RCTC

**RIVERSIDE COUNTY TRANSPORTATION
COMMISSION**

By: _____

Name: Anne Mayer

Title: Executive Director

ATTACHMENT 1A
SR-91 O&M – PRICE SHEET – MONTHLY PAYMENTS
YEAR 1 – MARCH 2021 THROUGH FEBRUARY 2022

#	Item	Description	Unit	Qty	Unit Price	Total
1	Labor – Kapsch	SR-91 O&M Work	Lot	1	\$647,272.34	\$647,272.34
2	Subcontractors	Maintenance Service Contracts, Lane Closures, Security Services	Lot	1	\$79,152.14	\$79,152.14
3	ODCs	Technician ODCs – Vehicle Lease, Fuel, Maintenance, tolls, etc.	Lot	1	\$31,455.36	\$31,455.36
4	Materials	Spares, Consumables, RMA and Repair	Lot	1	\$150,846.08	\$150,846.08
Total O&M Costs – Year 1						\$908,725.92
12 months @ per month						\$75,727.16

ATTACHMENT 1B
SR-91 O&M – PRICE SHEET – MONTHLY PAYMENTS
YEAR 2 – MARCH 2022 THROUGH FEBRUARY 2023

#	Item	Description	Unit	Qty	Unit Price	Total
1	Labor – Kapsch	SR-91 O&M Work	Lot	1	\$674,582.62	\$674,582.62
2	Subcontractors	Maintenance Service Contracts, Lane Closures, Security Services	Lot	1	\$79,152.14	\$79,152.14
3	ODCs	Technician ODCs – Vehicle Lease, Fuel, Maintenance, tolls, etc.	Lot	1	\$30,996.94	\$30,996.94
4	Materials	Spares, Consumables, RMA and Repair	Lot	1	\$55,491.26	\$55,491.26
Total O&M Costs – Year 2						\$840,222.96
12 months @ per month						\$70,018.58

ATTACHMENT 1C
SR-91 O&M – PRICE SHEET – MONTHLY PAYMENTS
YEAR 3 – MARCH 2023 THROUGH FEBRUARY 2024

#	Item	Description	Unit	Qty	Unit Price	Total
1	Labor – Kapsch	SR-91 O&M Work	Lot	1	\$702,132.26	\$702,132.26
2	Subcontractors	Maintenance Service Contracts, Lane Closures, Security Services	Lot	1	\$79,152.14	\$79,152.14
3	ODCs	Technician ODCs – Vehicle Lease, Fuel, Maintenance, tolls, etc.	Lot	1	\$31,159.73	\$31,159.73
4	Materials	Spares, Consumables, RMA and Repair	Lot	1	\$55,491.27	\$55,491.27
Total O&M Costs – Year 3						\$867,935.40
12 months @ per month						\$72,327.95

ATTACHMENT 1D
SR-91 O&M – PRICE SHEET – MONTHLY PAYMENTS
YEAR 4 – MARCH 2024 THROUGH FEBRUARY 2025

#	Item	Description	Unit	Qty	Unit Price	Total
1	Labor – Kapsch	SR-91 O&M Work	Lot	1	\$713,520.20	\$713,520.20
2	Subcontractors	Maintenance Service Contracts, Lane Closures, Security Services	Lot	1	\$79,152.14	\$79,152.14
3	ODCs	Technician ODCs – Vehicle Lease, Fuel, Maintenance, tolls, etc.	Lot	1	\$31,227.02	\$31,227.02
4	Materials	Spares, Consumables, RMA and Repair	Lot	1	\$55,491.24	\$55,491.24
Total O&M Costs – Year 4						\$879,390.60
12 months @ per month						\$73,282.55

ATTACHMENT 1E
SR-91 O&M – PRICE SHEET – MONTHLY PAYMENTS
YEAR 5 – MARCH 2025 THROUGH FEBRUARY 2026

#	Item	Description	Unit	Qty	Unit Price	Total
1	Labor – Kapsch	SR-91 O&M Work	Lot	1	\$725,195.10	\$725,195.10
2	Subcontractors	Maintenance Service Contracts, Lane Closures, Security Services	Lot	1	\$79,152.14	\$79,152.14
3	ODCs	Technician ODCs – Vehicle Lease, Fuel, Maintenance, tolls, etc.	Lot	1	\$31,296.01	\$31,296.01
4	Materials	Spares, Consumables, RMA and Repair	Lot	1	\$55,491.27	\$55,491.27
Total O&M Costs – Year 5						\$891,134.52
12 months @ per month						\$74,261.21

ATTACHMENT 2
ADDITIONAL AND REVISED TECHNICAL PROVISIONS

CHANGE #1 – The following provisions are modified in the new Subsection 2.13.7 (originally added in Change Order #5):

“2.13.7 Coordination with SR-91 Operator

RCTC is currently under contract with the SR-91 Operator for the operations and maintenance of the toll system on SR-91. TSP shall coordinate with the SR-91 Operator in the deployment and transitions of the ETC on SR91. The TSP shall be responsible for the implementation, operations, coordination and maintenance of SR-91 ETC per Table 1.

No.	Express Lanes	TSP	SR 91 Operator	RCTC
Toll Collection System				
1	Toll Utility Buildings (TUB)	X		
2	A/C TUB (See NOTE 1 below)	X		
3	Fire Suppression System (See NOTE 2 below)			X
4	Phone Communications	X		
5	CCTV TUB Security	X		
6	Security Access	X		
7	TUB Cleaning			X
8	Toll Gantry Structure (See NOTE 1 below)			X
9	Equipment Cabinet	X		
10	Generator & ATS		X	
11	Septic Tank		X	
12	Plumbing and water system		X	
13	Utility – power (See NOTE 1 below)	X		
14	Server Racks & Equipment	X	X (TBD)	
15	Pass through communications (CCTV)		X	
16	High Mast Lighting (within Toll Zone)		X	
Communication Network				
17	Conduit		X	
18	Fiber		X	
19	Roadway CCTV		X	

20	Existing CMS		X	
21	Utility connection to CCTV		X	
Coordination				
22	CHP		X	
23	Freeway Service Patrol		X	
24	Caltrans Maintenance		X	
25	Other Agencies			X

Table 1 – SR-91 Roles and Responsibilities

NOTE 1: TSP shall be responsible for oversight of the repair of damage, regardless of cause. If required and upon approval of RCTC, TSP shall be responsible for acquiring and overseeing any third-party repair. The costs of the third-party repair shall be the responsibility of RCTC. The acquisition of a third-party and oversight of the repair shall be the responsibility of the TSP at no additional cost to RCTC.

NOTE 2: TSP shall provide oversight when third-party contractors are providing service for RCTC items, in order to ensure that there will be no damage to the tolling equipment.

CHANGE #2 – The following paragraph is added to Subsection 16.6.1:

“16.6.1 Permitted Lane Closures of 91 Express Lanes

Add the following paragraph:

TSP is allowed six (6) off peak Lane Closure hours for the SR-91 Express Lanes per month. The closures are subject to approval by RCTC and will fall within the off-peak windows set forth in Section 4.7.3, Table 4-1. Closure restrictions for designated holidays and special days are also included in Section 4.7.3. TSP shall pay to RCTC Lane Closure Charges for Permitted Lane Closures of SR-91 Express Lanes outside the 6 hours per month as set forth in Exhibit 22 of the Contract.



ATTACHMENT 3-A
FORM OF SR-91 MAINTENANCE PERFORMANCE BOND

Contract No. _____

Bond No. _____

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, The Riverside County Transportation Commission, a public entity of the State of California ("RCTC"), has awarded Kapsch TrafficCom USA, Inc., a corporation organized under the laws of Delaware (formerly Kapsch TrafficCom Transportation NA, Inc., a corporation organized under the laws of Michigan) ("Principal") a contract to design, implement, operate and maintain a toll collection system ("Toll Services") for the I-15 Express Lanes Project;

AND WHEREAS, Principal and RCTC have entered into a Toll Services Contract bearing the date of January 26, 2017 (as amended, the "Contract") to provide Toll Services in accordance with the terms of the Contract;

AND WHEREAS, it is one of the conditions to SR-91 Revenue Service Commencement under the Contract that these presents shall be executed;

NOW THEREFORE, We the undersigned Principal and Everest Reinsurance Company (the "Surety"), an admitted surety insurer in the State of California, are firmly bound and held unto RCTC, _____ in _____ the _____ amount _____ of

_____ ("Bonded Sum") good and lawful money of the United States of America for the payment whereof, well and truly to be paid to RCTC, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

1. The Contract is incorporated by reference in this Bond.
2. Unless the context otherwise requires, capitalized terms used but not separately defined in this Bond have the meaning given to them in the Contract.
3. If Principal or its heirs, successors, executors, administrators or assigns shall in all things stand to and abide by and well and truly keep, perform and complete all covenants, conditions, agreements, obligations and work under the Contract, including any and all amendments, supplements, and alterations made to the Contract as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified with respect to the SR-91 O&M Work, and shall indemnify, defend and save harmless RCTC and all other Indemnified Parties, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and effect. In case suit is brought upon this Bond, the Surety will pay reasonable attorney's fee to be fixed by the court.

4. The obligations covered by this Bond specifically include the performance of each and every obligation of Principal under the Contract with respect to the SR-91 O&M Work, including its liability for Liquidated Damages and warranties as specified in the Contract, but not to exceed the Bonded Sum.

5. The Surety agrees that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the Contract, or in the work to be performed with respect to the SR-91 O&M Work, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the Contract, or any rescission or attempted rescission of the Contract or this Bond, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of RCTC seeking to recover from this Bond, or any fraud practiced by any other person other than RCTC seeking to recover from this Bond, shall in any way affect its obligations on this Bond, and it does hereby waive notice of such changes, extension of time, alterations, additions, omissions or other modifications.

6. The Surety agrees that payments made to contractors and suppliers to satisfy claims on the payment bond do not reduce the Surety's legal obligations under this Bond. Payments made to contractors or suppliers under any agreement where the Surety has arranged for completion of the work to satisfy this Bond will not be considered payment bond claims.

7. Whenever Principal shall be, and is declared by RCTC to be, in default under the Contract, provided that RCTC is not then in material default thereunder, the Surety shall promptly:

- (a) remedy such default, or
- (b) complete the work covered by this Bond in accordance with the terms and conditions of the Contract, or
- (c) select a contractor or contractors to complete all work covered by this Bond in accordance with the terms and conditions of the Contract then in effect, using a contractor or contractors approved by RCTC (provided, however, that the Surety may not select Principal or any affiliate of Principal to complete the work for and on behalf of the Surety without RCTC's express written consent, in its sole discretion), arrange for a contract meeting the requirements of the Contract between such contractor or contractors and RCTC, and make available as work progresses (even though there should be a default or a succession of defaults under such contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the unpaid balance of the SR-91 O&M Cost; but not exceeding, including other costs and damages for which Surety is liable hereunder, the Bonded Sum.

8. If Surety does not proceed as provided in Paragraph 7 of this Bond with reasonable promptness, Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional Notice from the RCTC to Surety demanding that Surety perform its obligations under this Bond, and RCTC shall be entitled to enforce any remedy available to RCTC.

9. The guarantees contained in this Bond shall survive SR-91 O&M Work required to be performed during the SR-91 O&M Term with respect to those obligations of Principal which survive the SR-91 O&M Term.



IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____
_____ on this _____ day of _____, A.D., 20__.

PRINCIPAL:

KAPSCH TRAFFICCOM USA, INC.

By: _____
Name: Robert Corion
Title: Senior Vice President Delivery and
Operations
Address: 106 E 6th St., Suite 833
Austin, TX 78701

Contact Name: _Deborah A. Wiebe
Phone: (713) 689-9235

Surety (full legal name):

Everest Reinsurance Company

Address:
461 5th Avenue
New York NY 10007

By: _____
Richard A Leveroni, Attorney-in Fact

Contact Name: Richard A Leveroni

Phone: (860) 269-2179



[Note: The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority to sign must be furnished and a Power of Attorney attached.]



CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____ before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(AFFIX NOTARIAL SEAL)

NOTARY PUBLIC



ATTACHMENT 3-B
FORM OF SR-91 MAINTENANCE PAYMENT BOND

Contract No. _____

Bond No. _____

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, The Riverside County Transportation Commission, a public entity of the State of California ("RCTC"), has awarded Kapsch TrafficCom USA, Inc., a corporation organized under the laws of Delaware (formerly Kapsch TrafficCom Transportation NA, Inc., a corporation organized under the laws of Michigan) ("Principal") a contract to design, implement, operate and maintain a toll collection system ("Toll Services") for the I-15 Express Lanes Project;

AND WHEREAS, Principal and RCTC have entered into a Toll Services Contract (as amended, the "Contract") bearing the date of January 26, 2017 to complete the Toll Services in accordance with the terms of the Contract;

AND WHEREAS, it is one of the conditions to SR-91 Revenue Service Commencement under the Contract that these presents shall be executed;

NOW THEREFORE, We the undersigned Principal and Everest Reinsurance Company (the "Surety"), an admitted surety insurer in the State of California, are firmly bound and held unto RCTC, _____ in _____ the _____ sum _____ of

_____ ("Bonded Sum") good and lawful money of the United States of America for the payment whereof, well and truly to be paid to RCTC, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

1. The Contract is incorporated by reference in this Bond. Unless the context otherwise requires, capitalized terms used but not separately defined in this Bond have the meaning given to them in the Contract.

2. If Principal, its Subcontractors, hires, successors, executors, administrators or assigns shall fail to pay:

- (a) any of the persons named in Civil Code section 9100 involved in performance of the SR-91 O&M Work as provided for under the Contract;
- (b) any amounts due under the Unemployment Insurance Code with respect to the SR-91 O&M Work;
- (c) any amounts required to be deducted, withheld and paid over to 1302 Franchise Tax Board from the wages of employees of the Principal and its Subcontractor pursuant to Revenue and Taxation Code Section 18662 et seq. with respect to such labor; or



(d) anyone required to be paid by law with respect to the SR-91 O&M Work,

then Surety shall pay for the same in an amount not to exceed the Bonded Sum; otherwise this obligation shall be null and void; otherwise it shall remain in full force and effect. In case suit is brought upon this Bond, the Surety will pay reasonable attorney's fee to be fixed by the court.

3. This Bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 or anyone required to be paid by law under the Contract with respect to the SR-91 O&M Work so as to give a right of action to such persons or their assigns in any suit brought upon this Bond.

4. This Bond covers all of Principal's payment obligations under the Contract for the SR-91 O&M Work, as set forth in the Contract.

5. The Surety agrees that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the Contract, or in the work to be performed with respect to the SR-91 O&M Work, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the Contract, or any rescission or attempted rescission of the Contract or this Bond, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of RCTC seeking to recover from this Bond, or any fraud practiced by any other person other RCTC seeking to recover from this Bond, shall in any way affect its obligations on this Bond, and it hereby waives notice of such changes, extension of time, alterations, additions, omissions or other modifications.

6. This bond shall inure to the benefit of the persons named in Civil Code section 9100 so as to give a right of action to such persons and their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this at _____
_____ on this _____ day of _____, A.D., 20__.

PRINCIPAL:

KAPSCH TRAFFICCOM USA, INC.

By: _____
Name: Robert Corion
Title: Senior Vice President Delivery and
Operations
Address: 106 E 6th St, Suite 833
Austin, TX 78701

Contact Name: Deborah A. Wiebe
Phone: (713) 689-9235



Surety (full legal name):

Everest Reinsurance Company

Address:

461 5th Avenue

New York NY 10007

By: _____

Richard A Leveroni, Attorney-in Fact

Contact Name: Richard A Leveroni

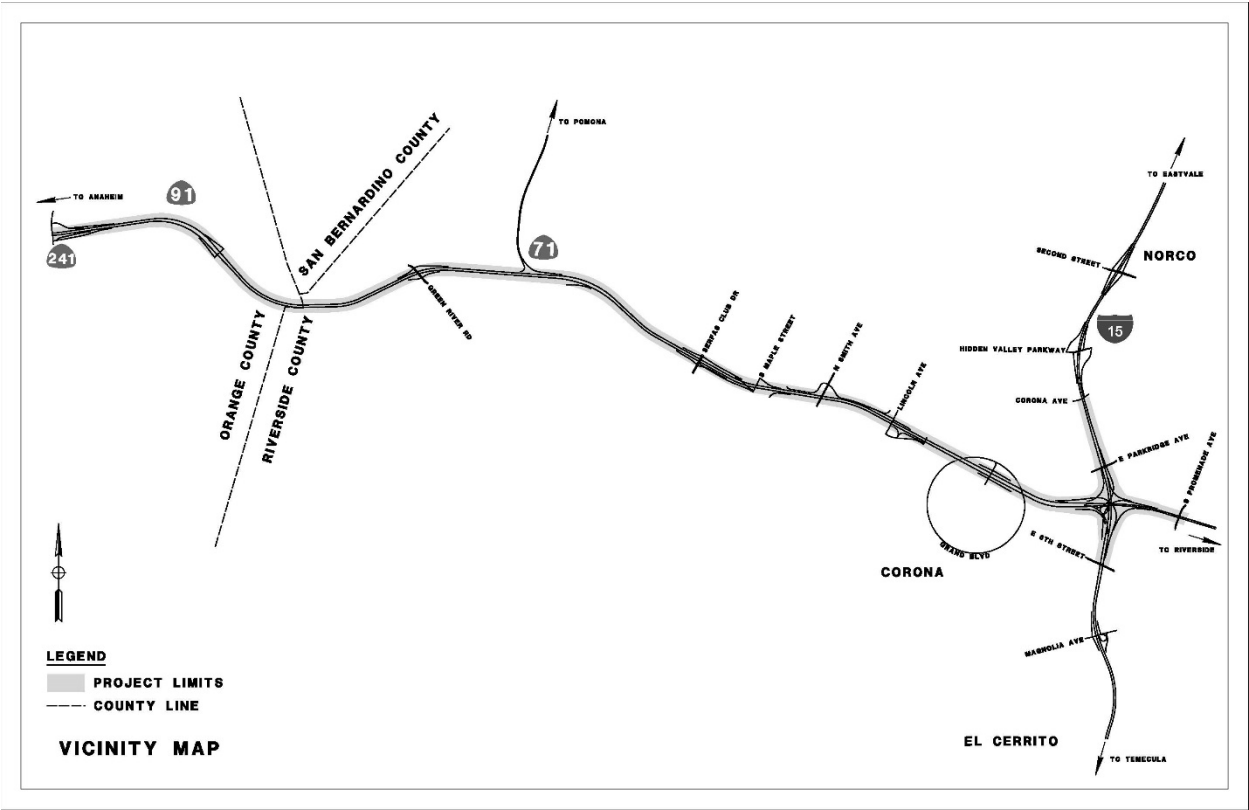
Phone: (860) 269-2179

[Note: The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority must be furnished and a Power of Attorney attached.]

[illegible]

NOTARY PUBLIC

ATTACHMENT 4
SR-91 AND ELC ROW



AGENDA ITEM 10

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	January 25, 2021
TO:	Western Riverside County Programs and Projects Committee
FROM:	Lisa Mobley, Clerk of the Board
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Election of Officers for the Western Riverside County Programs and Projects Committee

STAFF RECOMMENDATION:

This item is for the Western Riverside County Programs and Projects Committee to conduct an election of officers for 2021 – Chair and Vice Chair.

BACKGROUND INFORMATION:

The election of officers for the full Commission and its Committees are held on an annual basis. Commissioners Michael Vargas (Chair) and Clint Lorimore (Vice Chair) were elected as the Western Riverside County Programs and Projects Committee's officers for 2020. Once the election for 2021 is conducted, the new Chair and Vice Chair will immediately assume the positions.

Past Chairs of the Western Riverside County Programs and Projects Committee are as follows:

2020 – Michael Vargas, City of Perris
 2019 – Brian Berkson, City of Jurupa Valley
 2018 – Adam Rush, City of Eastvale
 2017 – Deborah Franklin, City of Banning
 2016 – Ben Benoit, City of Wildomar
 2015 – Ben Benoit, City of Wildomar
 2014 – Frank Johnston, City of Jurupa Valley
 2013 – Andrew Kotyuk, City of San Jacinto
 2012 – Adam Rush, City of Eastvale
 2011 – Darcy Kuenzi, City of Menifee
 2010 – Karen Spiegel, City of Corona