



MEETING AGENDA

TIME/DATE: 9:30 a.m. / Wednesday, October 13, 2021

This meeting is being conducted virtually in accordance with AB 361 due to state or local officials recommending measures to promote social distancing.

COMMISSIONERS

Chair – Jan Harnik

Vice Chair – V. Manuel Perez

Second Vice Chair – Bob Magee

Kevin Jeffries, County of Riverside, District 1
Karen Spiegel, County of Riverside, District 2
Chuck Washington, County of Riverside, District 3
V. Manuel Perez, County of Riverside, District 4
Jeff Hewitt, County of Riverside, District 5
Kyle Pingree / Alberto Sanchez, City of Banning
Lloyd White / David Fenn, City of Beaumont
Joseph DeConinck / Johnny Rodriguez, City of Blythe
Linda Molina / Wendy Hewitt, City of Calimesa
Jeremy Smith / Larry Greene, City of Canyon Lake
Raymond Gregory / Mark Carnevale, City of Cathedral City
Steven Hernandez / Denise Delgado, City of Coachella
Wes Speake / Jim Steiner, City of Corona
Scott Matas / Russell Betts, City of Desert Hot Springs
Clint Lorimore / Todd Rigby, City of Eastvale
Linda Krupa / Russ Brown, City of Hemet
Dana Reed / Donna Griffith, City of Indian Wells

Waymond Fermon / Oscar Ortiz, City of Indio
Brian Berkson / Guillermo Silva, City of Jurupa Valley
Kathleen Fitzpatrick / Robert Radi, City of La Quinta
Bob Magee / Natasha Johnson, City of Lake Elsinore
Bill Zimmerman / Dean Deines, City of Menifee
Yxstain Gutierrez / To Be Appointed, City of Moreno Valley
Scott Vinton / Lisa DeForest, City of Murrieta
Ted Hoffman / Katherine Aleman, City of Norco
Jan Harnik / Kathleen Kelly, City of Palm Desert
Lisa Middleton / Dennis Woods, City of Palm Springs
Michael M. Vargas / Rita Rogers, City of Perris
Ted Weill / Charles Townsend, City of Rancho Mirage
Chuck Conder / Patricia Lock Dawson, City of Riverside
Alonso Ledezma / Crystal Ruiz, City of San Jacinto
Matt Rahn / Maryann Edwards, City of Temecula
Ben J. Benoit / Joseph Morabito, City of Wildomar
Mike Beauchamp, Governor's Appointee Caltrans District 8

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

www.rctc.org

MEETING AGENDA*

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

9:30 a.m.

Wednesday, October 13, 2021

This meeting is being conducted virtually in accordance with AB 361 due to state or local officials recommending measures to promote social distancing.

INSTRUCTIONS FOR ELECTRONIC PARTICIPATION

Join Zoom Meeting

<https://rctc.zoom.us/j/87047969262>

Meeting ID: 870 4796 9262

One tap mobile

+16699006833,,87047969262# US (San Jose)

Dial by your location

+1 669 900 6833 US (San Jose)

For members of the public wishing to submit comment in connection with the Commission Meeting please email written comments to the Clerk of the Board at lmobley@rctc.org prior to October 12, 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 Commission meeting, including accessibility and translation services. Assistance is provided free of charge. Notification of at least 48 hours prior to the meeting time will assist staff in assuring reasonable arrangements can be made to provide assistance at the meeting.

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**

4. **PUBLIC COMMENTS** – Under the Brown Act, the Commission should not take action on or discuss matters raised during public comment portion of the agenda that are not listed on the agenda. Commission members may refer such matters to staff for factual information or to be placed on the subsequent agenda for consideration.
5. **ADDITIONS / REVISIONS** – *The Commission may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the Commission subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Commission. If there are less than 2/3 of the Commission members present, adding an item to the agenda requires a unanimous vote. Added items will be placed for discussion at the end of the agenda.*
6. **CONSENT CALENDAR** – *All matters on the Consent Calendar will be approved in a single motion unless a Commissioner(s) requests separate action on specific item(s). Items pulled from the Consent Calendar will be placed for discussion at the end of the agenda.*

6A. **APPROVAL OF MINUTES – SEPTEMBER 15, 2021**

Page 1

6B. **QUARTERLY INVESTMENT REPORT**

Page 12

Overview

This item is for the Commission to receive and file the Quarterly Investment Report for the quarter ended June 30, 2021.

6C. **QUARTERLY FINANCIAL STATEMENTS**

Page 110

Overview

This item is for the Commission to:

- 1) Receive and file the Quarterly Financial Statements for the 12 months ended June 30, 2021; and
- 2) Approve a budget adjustment of \$14,593,400 to increase the Measure A local streets and roads turnback payments to the local jurisdictions through June 2021.

6D. AGREEMENTS FOR ON-CALL DESIGN ENGINEERING AND ENVIRONMENTAL SERVICES FOR COMMUTER RAIL AND STATION CAPITAL IMPROVEMENT PROJECTS

Page 122

Overview

This item is for the Commission to:

- 1) Award the following agreements to provide on-call design engineering and environmental services for the construction of commuter rail and station capital improvement projects for a three-year term, and one, two-year option to extend the agreements, in an amount not to exceed an aggregate value of \$10 million;
 - a) Agreement No. 21-33-127-00 to HDR Engineering, Inc.;
 - b) Agreement No. 21-33-128-00 to Moffatt and Nichol;
 - c) Agreement No. 21-33-129-00 to RailPros, Inc.; and
 - d) Agreement No. 21-33-064-00 to STV Incorporated;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements, including option years, on behalf of the Commission; and
- 3) Authorize the Executive Director, or designee, to execute task orders awarded to the consultants under the terms of the agreements.

6E. CITY OF LAKE ELSINORE REQUEST FOR ADDITIONAL FUNDS FOR CONSTRUCTION OF INTERSTATE 15/MAIN STREET INTERCHANGE IMPROVEMENT PROJECT

Page 393

Overview

This item is for the Commission to:

- 1) Approve additional programming of \$2,463,000 of 2009 Measure A Western County Regional Arterial (MARA) funds for the city of Lake Elsinore's (Lake Elsinore) Interstate 15 (I-15)/Main Street Interchange Improvement Project (Main Street IC);
- 2) Approve Agreement No. 20-72-089-01, Amendment No. 1 to Agreement No. 20-72-089-00, between the Commission and Lake Elsinore for the additional programming of \$2,463,000 of MARA for the construction phase of Main Street IC and a total amount not to exceed \$7,946,000;
- 3) Approve an adjustment to the Fiscal Year (FY) 2021/22 budget to increase construction expenditures in the amount of \$2,463,000; and
- 4) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement.

7. 2022 STATE TRANSPORTATION IMPROVEMENT PROGRAM ADOPTED FUND ESTIMATE AND PROJECT RECOMMENDATIONS

Page 403

Overview

This item is for the Commission to:

- 1) Approve programming \$27,698,381 of 2022 State Transportation Improvement Program (STIP) Western Riverside County and Palo Verde Valley target share funding capacity on the Interstate 10 (I-10)/Highland Springs Interchange and Temescal Canyon Road Widening projects, and forward to the California Transportation Commission (CTC);
- 2) Include programming \$7,550,259 of 2022 STIP Coachella Valley target share funding capacity based on the project recommendation by the Coachella Valley Association of Governments (CVAG) and forward to the CTC;
- 3) Include programming Planning, Programming, and Monitoring (PPM) funds (2 percent of STIP target share programming capacity) in the amount of \$719,360 in Fiscal Years (FY) 2024/25 through 2026/27;
- 4) Include programming \$15,657,460 of 2022 STIP maximum share funding capacity on the Coachella Valley-San Geronimo Pass Rail Corridor Service project and forward to the CTC;
- 5) Include programming PPM funds (2 percent of STIP maximum share programming capacity) in the amount of \$319,540 in FY 2027/28;
- 6) Submit the 2022 STIP submittal to the CTC by the statutory deadline of December 15, 2021;
- 7) Forward the Riverside County 2022 STIP project recommendations to the Southern California Association of Governments (SCAG) to conduct regional performance measures analysis as required by the CTC STIP guidelines;
- 8) Approve a revision to Agreement No. 07-71-028-04, Amendment No. 4 to Agreement No. 07-71-028-00, with the city of Blythe (Blythe) to trade \$155,094 of Palo Verde Valley STIP funds with Measure A Western Riverside County Highway funds to facilitate delivery of local arterial projects for a revised total amount not to exceed \$198,391; and
- 9) Authorize the Executive Director, pursuant to legal counsel review, to execute the revised Agreement No. 07-71-028-04 on behalf of the Commission upon CTC adoption of the 2022 STIP in March 2022.

8. STATE AND FEDERAL LEGISLATIVE UPDATE

Page 409

Overview

This item is for the Commission to receive and file an update on state and federal legislation.

9. ITEM(S) PULLED FROM CONSENT CALENDAR AGENDA

10. EXECUTIVE DIRECTOR REPORT

- Downtown Riverside Station Update
- 91 Express Lanes Refinancing Update

11. COMMISSIONER COMMENTS

Overview

This item provides the opportunity for brief announcements or comments on items or matters of general interest.

12. CLOSED SESSION

12A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Agency Negotiator: Executive Director or Designee

Item	Property Description	Property Owner	Buyer(s)
1	117-112-014, 015	RCTC	Exclusive Energy

12B. CONFERENCE WITH LEGAL COUNSEL: ANTICIPATED LITIGATION

Initiation of litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 54956.9:
1 Potential Case

13. ADJOURNMENT

The next Commission meeting is scheduled to be held at 9:30 a.m. on **Wednesday, November 10, 2021.**

AGENDA ITEM 6A

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

MEETING MINUTES

Wednesday, September 15, 2021

1. CALL TO ORDER

The Riverside County Transportation Commission was called to order by Chair Jan Harnik at 9:31 a.m., via Zoom Meeting ID 872 0295 3323. Pursuant to Governor Newsom's Executive Order N-29-20.

2. ROLL CALL

Commissioners/Alternates Present

Mike Beauchamp
Ben J. Benoit
Brian Berkson
Joseph DeConinck
Waymond Fermon
Kathleen Fitzpatrick
Raymond Gregory
Yxstain Gutierrez
Jan Harnik
Steven Hernandez*
Jeff Hewitt
Wendy Hewitt
Ted Hoffman
Kevin Jeffries
Linda Krupa

Clint Lorimore
Bob Magee
Scott Matas
V. Manuel Perez
Dana Reed
Rita Rogers
Wes Speake
Karen Spiegel
Jeremy Smith
Scott Vinton
Chuck Washington
Ted Weill
Lloyd White
Dennis Woods
Bill Zimmerman

Commissioners Absent

Chuck Conder
Alonso Ledezma
Kyle Pingree
Matt Rahn

*Arrived after the meeting was called to order.

3. PLEDGE OF ALLEGIANCE

Commissioner Lloyd White led the Commission in a flag salute.

4. PUBLIC COMMENTS

There were no requests to speak from the public.

5. ADDITIONS / REVISIONS

Lisa Mobley, Administrative Services Manager/Clerk of the Board, announced per staff's request Closed Session Item No. 11A "*Conference with Legal Counsel Existing Litigation*" was pulled from the agenda.

6. CONSENT CALENDAR

M/S/C (Fitzpatrick/Fermon) to approve the following Consent Calendar items.

Abstain: Rogers on Agenda Item 6A

6A. APPROVAL OF MINUTES – JULY 14, 2021

6B. FISCAL YEAR 2019/20 TRANSPORTATION DEVELOPMENT ACT AND MEASURE A AUDIT RESULTS

Receive and file the Transportation Development Act (TDA) and Measure A audit results report for Fiscal Year 2019/20.

6C. QUARTERLY SALES TAX ANALYSIS

Receive and file the sales tax analysis for Quarter 1, 2021 (1Q 2021).

6D. SINGLE SIGNATURE AUTHORITY REPORT

Receive and file the Single Signature Authority report for the fourth quarter ended June 30, 2021.

6E. QUARTERLY PUBLIC ENGAGEMENT METRICS REPORT, APRIL – JUNE 2021

Receive and file the Quarterly Public Engagement Metrics Report for April - June 2021.

6F. STATE AND FEDERAL LEGISLATIVE UPDATE

Receive and file an update on state and federal legislation.

6G. 91 EXPRESS LANES MONTHLY STATUS REPORTS

Receive and file the 91 Express Lanes Monthly Reports for the three months from April to June 2021.

6H. 15 EXPRESS LANES MONTHLY STATUS REPORTS

Receive and file the 15 Express Lanes Monthly Reports for the three months from April to June 2021.

6I. QUARTERLY REPORTING OF CONTRACT CHANGE ORDERS FOR CONSTRUCTION CONTRACTS

Receive and file the Quarterly Report of Contract Change Orders for Construction Contracts for the past three months ended June 30, 2021.

6J. FISCAL YEAR 2021/22 ANNUAL LOCAL TRANSPORTATION FUND PLANNING ALLOCATIONS TO WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS AND COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

Approve an allocation of Local Transportation Fund (LTF) funds for planning in the amount of \$866,250 for Western Riverside Council of Governments (WRCOG) and \$472,500 for Coachella Valley Association of Governments (CVAG) for efforts identified in each agency's FY 2021/22 LTF Program Objectives/Work Plan (Work Plan) that supports transportation planning programs and functions that are consistent with regional and subregional plans, programs, and requirements.

6K. FISCAL YEAR 2021/22 STATE OF GOOD REPAIR PROGRAM ALLOCATIONS

- 1) Approve Resolution No. 21-016, *"Resolution of the Riverside County Transportation Commission Approving the FY 2021/22 Project List for the California State of Good Repair Program"*;
- 2) Approve an allocation of \$4,251,328 related to Fiscal Year 2021/22 State of Good Repair (SGR) program funds to eligible Riverside County transit operators;
- 3) Authorize staff to allocate increased State Controller Office (SCO) FY 2021/22 revenue estimates up to \$425,132, or 10 percent of the current estimate, to eligible Riverside County transit operators;
- 4) Approve an increase of \$46,928 in the FY 2021/22 budget for SGR revenues to reflect updated SCO estimates;
- 5) Authorize the Executive Director, or designee, to review, approve and submit projects to Caltrans which are consistent with SGR program guidelines and to execute and submit required documents for the SGR program, including the Authorized Agent Form; and
- 6) Authorize the Executive Director, or designee, to approve administrative amendments to the FY 2021/22 Short Range Transit Plans (SRTPs) for incorporation of the SGR funds, as necessary.

6L. FISCAL YEAR 2021-2022 CALTRANS SUSTAINABLE TRANSPORTATION PLANNING GRANT ACCEPTANCE

- 1) Approve Resolution No. 21-014, *“Resolution of the Riverside County Transportation Commission Accepting Funds from the California Department of Transportation Sustainable Transportation Planning Grant Program”*; and
- 2) Authorize the Executive Director, or designee, pursuant to legal counsel review, to execute any required documents or amendments to the Fiscal Year (FY) 2021-2022 Sustainable Transportation Planning Grant.

At this time, Commissioner Steven Hernandez joined the meeting.

7. REFINANCING OF 91 EXPRESS LANES TOLL DEBT

Theresa Trevino, Chief Financial Officer, presented the refinancing of 91 Express Lanes Toll Debt, highlighting the following areas:

- Why refinance now; current 91 Express Lanes Toll Debt; refinancing process; the financing team; and the specialized legal services
- Proposed 2021 Refinancing Plan; refinancing sources and uses; Tender and Exchange add savings; required disclosures; 2021 Refinancing documents and approvals; and the 2021 Refinancing timeline

In response to Commissioner Wes Speake’s inquiry about one of Ms. Trevino’s comments that the refinance gives RCTC additional latitude in spending surplus revenue, Theresa Trevino replied the funds would still have to be spent in the 91 Corridor and the surplus revenues, which she referred to in the presentation that RCTC will start paying in December 2021 on the Transportation Infrastructure Financing and Innovation Act (TIFIA) Loan. She stated with that, any surplus revenues would have to be split between RCTC and TIFIA as an early prepayment on the loan. She explained the 50 percent that would go to TIFIA would be used to paydown the TIFIA Loan and since opening RCTC has taken 100 percent of the surplus revenues, so starting in December RCTC would have to start splitting it 50/50 with TIFIA.

Commissioner Dana Reed stated Ms. Trevino had indicated this item went to the Budget and Implementation Committee and asked what the recommendation was of that committee if it was unanimous and did any of the Committee Members have any material findings problems with the Preliminary Official Statement.

Theresa Trevino clarified with Lisa Mobley, Administrative Services Manager/Clerk of the Board that the Budget and Implementation Committee’s vote was unanimous. Chair Harnik noted it was a 13-0 vote.

Commissioner Reed then clarified if any of the Committee Members had any problems with the Official Preliminary Statement that can be shared.

Ms. Trevino replied none of the Committee Members raised any issues regarding the Preliminary Official Statement.

Mrs. Matus, a member of the public, addressed the Commission and stated when RCTC first came out to the eastside center they had brought the subject up of the RCTC and they were supposed to come out to present this to them again to explain this whole situation to the community. She stated nobody ever came back out and the community has lots of questions and they had asked several times for RCTC to come out to them to discuss transportation. Mrs. Matus stated now RCTC is coming back already with this planned situation and there is still a lot of questions to ask from the community and they could not make it to this meeting because they have to work or have kids at school. Mrs. Matus asked how this plan came up with all these questions they had to ask and RCTC told them they would be coming back to the community to listen to their questions they had to ask. Chair Harnik clarified with Mrs. Matus that this is an opportunity for her to ask a question. Mrs. Matus asked how RCTC come up with this plan without even coming out to the community to ask questions for this. In response to Chair Harnik's question if Mrs. Matus was referring to the refinancing of the bonds., Mrs. Matus replied of all the bonds, yes and for this project. Chair Harnik asked what project Mrs. Matus was referring too, and Mrs. Matus replied what they are talking about the FasTrak. Chair Harnik stated she is uncertain if this is accurate on this agenda item and asked for someone from RCTC to respond.

Anne Mayer, Executive Director, replied to Mrs. Matus about mentioning the eastside community and asked if Mrs. Matus was referring to the Downtown Riverside Station Project. Mrs. Matus confirmed she was. Ms. Mayer clarified the Downtown Riverside Station Project is not related to this item and asked for Mrs. Matus' phone number as staff will contact Mrs. Matus after this meeting. Ms. Mayer stated there are plans for RCTC to come out with public meetings on that project and would be pleased to discuss this with Mrs. Matus further.

At this time, Commissioner Waymond Fermon left the meeting.

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

- 1) Receive and file the presentation regarding the refinancing of the Commission's Toll Revenue Senior Lien Bonds, 2013 Series A (2013A Bonds) and 2013 Transportation Infrastructure Financing and Innovation Act (TIFIA) Loan (2013 TIFIA Loan) related to the State Route 91 Corridor Improvement Project (91 Project) with the issuance of taxable and tax-exempt senior lien and second lien toll revenue refunding bonds (2021 Refunding Toll Bonds) and cash defeasance of a**

portion of the Commission's Toll Revenue Senior Lien Bonds, 2013 Series B (2013B Bonds);

- 2) Approve the revised refinancing plan to issue the 2021 Refunding Toll Bonds to refund or purchase, including in connection with a tender offer or bond exchange, all or a portion of the 2013A Bonds, currently outstanding in the amount of approximately \$123.8 million, and prepay all or a portion of the 2013 TIFIA Loan, currently outstanding in the amount of approximately \$508 million;
- 3) Approve the cash defeasance of a portion of the Commission's 2013B Bonds, currently outstanding in the amount of approximately \$89.7 million, using funds on deposit in the Residual Fund (currently approximating \$27 million) and an amount not to exceed \$7.5 million of RCTC 91 Express Lanes (91 Express Lanes) toll revenues designated as surplus in accordance with the 2013 Toll Revenue Bonds Indenture or other legally available funds of the Commission;
- 4) Authorize the Executive Director to exceed the \$7.5 million contribution of 91 Express Lanes toll revenues designated as surplus under the condition that the primary refinancing objectives are met;
- 5) Adopt Resolution No. 21-015, *"Resolution Authorizing the Issuance and Sale of Not to Exceed \$725,000,000 Aggregate Principal Amount of Riverside County Transportation Commission Toll Revenue Refunding Bonds in One or More Series, the Refunding, Defeasance, and Purchase Through Tender Offer of Outstanding Bonds or Exchange Therefor, the Execution and Delivery of One or More Supplemental Indentures, One or More Purchase Contracts, One or More Official Statements, One or More Continuing Disclosure Agreements, One or More Escrow Agreements, One or More Dealer Manager Agreements, and One or More Invitations to Tender, and the Taking of All Other Actions Necessary in Connection Therewith"*;
- 6) Approve the proposed form of the Preliminary Official Statement for the issuance of not to exceed \$725 million in 2021 Refunding Toll Bonds and authorize the Executive Director to approve and execute the printing and distribution of the final form of the Official Statement;
- 7) Ratify, confirm, and approve the proposed form of the Continuing Disclosure Agreement related to the 2021 Refunding Toll Bonds, by and between the Riverside County Transportation Commission and Digital Assurance Certification, L.L.C., as dissemination agent, and authorize the Executive Director to approve and execute the final form of the Continuing Disclosure Agreement;
- 8) Ratify, confirm, and approve the proposed forms of the Third Supplemental Indenture and Fourth Supplemental Indenture for the 2021 Refunding Toll Bonds, each by and between the Riverside County Transportation Commission and U.S. Bank National Association (US Bank), as Trustee, and authorize the Executive Director to approve

- and execute the final forms of the Third Supplemental Indenture and Fourth Supplemental Indenture;
- 9) Ratify, confirm, and approve the proposed form of the Bond Purchase Agreement(s), also referred to as Purchase Contract(s), between the Riverside County Transportation Commission and Bank of America Securities, Inc. (BofA), as Underwriter Representative acting on behalf of itself and Goldman, Sachs & Co. (Goldman), Wells Fargo Securities (Wells Fargo), J.P. Morgan (JPM), and Siebert Cisneros Shank & Co., LLC (Siebert), (collectively the Underwriters), for the 2021 Refunding Toll Bonds and authorize the Chief Financial Officer to approve and execute the final form of the Bond Purchase Agreement;
 - 10) Approve the proposed form of the Dealer Manager Agreement related to the tender offer and/or bond exchange, by and between the Riverside County Transportation Commission and BofA and Goldman, as Dealer Managers, and authorize the Executive Director to approve and execute the final form of the Dealer Manager Agreement;
 - 11) Approve the proposed form of the Invitation to Tender or Exchange Bonds made by the Commission and authorize the Executive Director to approve and execute the final form of the Invitation to Tender or Exchange Bonds;
 - 12) Ratify, confirm, and approve the proposed form of the Escrow Agreement for the 2013A Bonds and the proposed form of the Escrow Agreement for the 2013B Bonds, each by and between the Commission and US Bank, as Escrow Agent, and authorize the Executive Director to approve and execute the final Escrow Agreement;
 - 13) Approve the estimated costs of issuance, including estimated underwriter's discount, of \$4,420,719 to be paid from the proceeds of the 2021 Refunding Toll Bonds;
 - 14) Approve Agreement No. 05-19-510-18, Amendment No. 18 to Agreement No. 05-19-510-00, with Orrick, Herrington, & Sutcliffe LLP (Orrick) for bond counsel services related to the issuance of the 2021 Refunding Toll Bonds for an additional amount of \$45,000 and a total amount not to exceed \$3,375,000;
 - 15) Approve Agreement No. 09-19-072-16, Amendment No. 16 to Agreement No. 09-19-072-00, with Norton Rose Fulbright US LLP (Norton Rose) for disclosure counsel services related to the issuance of the 2021 Refunding Toll Bonds for an additional amount of \$25,000 and a total amount not to exceed \$1,047,600; and
 - 16) Approve adjustments to the Fiscal Year 2021/22 budget in the amounts of \$10.7 million to increase bond proceeds, \$360,000 to increase costs of issuance, and \$37.6 million to increase debt service expenditures for the cash defeasance of a portion of the 2013B Bonds and prepayment of the 2013 TIFIA Loan.

Theresia Trevino expressed appreciation to the Commissioners.

Chair Harnik expressed appreciation for being able to participate in the meetings with Standard & Poor's and Fitch and how after RCTC's presentation which was so concise, detailed, and comprehensive there were hardly any questions by the rating agencies because everything was covered in their presentation. It was a great process to be part of and a proud moment for RCTC.

8. INTERSTATE 15 INTERIM CORRIDOR OPERATIONS PROJECT

David Thomas, Toll Project Delivery Director, presented the Interstate 15 Interim Corridor Operations Project, highlighting the following areas: proposed improvements, traffic operations benefits, and the proposed schedule

Commissioner Speake expressed it was a presentation where he got his hopes up but then were mildly dashed and wanted to know who was on the multi-agency task force that put these ideas together. David Thomas replied Caltrans, the city of Corona, the county of Riverside, and RCTC were at their kick off meeting and they also consulted with the California Highway Patrol (CHP) for the cross section that RCTC is proposing on the non-standard shoulder width that they would have.

In response to Commissioner Speake's request to Mr. Thomas about why this air quality monitoring takes so long. David Thomas replied not being an expert in that field he understands there is a regional model that gets produced every so many years and there is a timeframe in which entries need to be submitted for modeling in that regional model to demonstrate conformity. He explained the next model run will be completed in December 2022 and that would be if they had to model this project that would be the soonest modeling results would be available and then they would go from there to establish whether the project conformed or not.

Commissioner Speake referred to the I-15 Corridor Operations Project (15 COP) that RCTC is designing and asked if that included addressing the lane drop underneath Cajalco Road. Mr. Thomas replied the project that is proposed will not remove the lane drop, however, the future 15 COP will address the lane drop.

Commissioner Speake stated that answered his questions and expressed appreciation as this was tough since everyone is getting a lot of pressure to address this. He explained those lane drops are killer, he has been saying it for almost three years and if they had an opportunity for even a moment to try and get rid of that one underneath Cajalco Road. He expressed concern for not being able to make it happen and knew RCTC staff had tried, but he travels that all different times of the day and week and there is no let up and it is continuous. He expressed appreciation going forward and in favor of at least whatever the Commissioners can do to even help a little bit and if there is anything else they can

do to find a way to address that lane drop. Commissioner Speake stated that people are just going to use it because they cannot take it anymore.

Commissioner Scott Vinton expressed appreciation for David Thomas' presentation and asked if RCTC is doing Option B, the auxiliary lane between the on ramp and the off ramp, or the original plan. David Thomas replied they are proposing the auxiliary lane on ramp to off ramp.

Commissioner Kevin Jeffries expressed support for this getting RCTC back into eventual compliance with AB 1954, which authorized the toll lanes and required that there be no adverse impact to the other traffic lanes on the state highway system and with that he moved approval.

Jerry Sincich stated as a member of the community he has also identified the area as the Cajalco crush, but he is highly in support of these actions to help free up and increase the traffic flow.

Commissioner Bill Zimmerman stated there is a bridge that kind of crosses over that wash and asked if this would require any widening.

David Thomas replied great question and that is one way they were able to expedite this project is that they will not be widening Bedford Wash Bridge with the project.

At this time, Commissioner Steven Hernandez left the meeting.

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

- 1) Authorize staff to implement all project development activities needed to complete construction of the I-15 Interim Corridor Operations Project (15 ICOP), including immediately commencing the environmental studies and final design work;**
- 2) Authorize the Executive Director, or designee, to negotiate and execute a contract amendment to Agreement No. 15-31-001-00 with Parson Transportation Group (Parsons), as the I-15 Express Lanes Project (15 ELP) project and construction manager (PCM), to provide environmental studies, final design, and construction management services for the 15 ICOP for an amount as necessary to complete the work, currently estimated at \$1 million, as it is in the public interest and best interest of the Commission to conduct a non-competitive procurement;**
- 3) Approve an adjustment to the Fiscal Year 2021/22 budget in the amount of \$4.5 million for project development and construction expenditures with total project funding of \$5 million in 2009 Measure A sales tax revenue bond proceeds projected to be available; and**

- 4) **Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute all necessary agency agreements or amendments to existing agency agreements for all phases of project development for the 15 ICOP including cooperative and funding agreements with Caltrans, California Highway Patrol, and other agencies, as deemed necessary.**

9. ITEM(S) PULLED FROM CONSENT CALENDAR FOR DISCUSSION

There were no items pulled from the consent calendar.

10. COMMISSIONERS/EXECUTIVE DIRECTOR'S REPORT

- 10A. Anne Mayer provided an update on the Coachella Valley Rail Public Outreach activities.

11. CLOSED SESSION

11B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Agency Negotiator: Executive Director or Designee

Item	Property Description	Property Owner	Buyer(s)
1	102-092-030, 031, 102-101-002, 033, & 037	RCTC	Blue Sky Management

11C. CONFERENCE WITH LEGAL COUNSEL: ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:

1 potential case

There were no announcements from the closed session.

12. ADJOURNMENT

There being no further business for consideration by the Riverside County Transportation Commission, Chair Harnik adjourned the meeting at 11:40 a.m. The next Commission meeting is scheduled to be held at 9:30 a.m., Wednesday, October 13, 2021.

Respectfully submitted,

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

Lisa Mobley
Administrative Services Manager/
Clerk of the Board

AGENDA ITEM 6B

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	October 13, 2021
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Megan Kavand, Senior Financial Analyst Michele Cisneros, Deputy Finance Director
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Quarterly Investment Report

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to receive and file the Quarterly Investment Report for the quarter ended June 30, 2021.

BACKGROUND INFORMATION:

The Commission's quarterly investment reports have generally reflected investments primarily concentrated in the Riverside County Pooled Investment Fund as well as investments in mutual funds for sales tax revenue bonds debt service payments and in the state Local Agency Investment Fund. As a result of significant project financings such as the State Route 91 Corridor Improvement Project (91 Project or 91 CIP) and the Interstate 15 Express Lanes Project (I-15 ELP), the Commission engaged MetLife Investment Management, LLC, formerly Logan Circle Partners, L.P. (MetLife), as the investment manager for the bond proceeds and other required funds. Additionally, the Commission engaged Payden & Rygel Investment Management (Payden & Rygel) to make specific investments for Commission operating funds. The Commission approved initial agreements with the investment managers in May 2013 following a competitive procurement and has extended the agreements through the annual recurring contracts process.

MetLife invested the debt proceeds and subsequent other required contributions for the 91 Project and I-15 ELP in separate accounts of the Short-Term Actively Managed Program (STAMP). The Commission completed the 91 Project financing in 2013 and the I-15 ELP project and 91 Project completion financing (2017 Financing) in July 2017. Consistent with financing expectations, the Commission expended all of the 91 Project debt proceeds and equity contributions, except for the toll revenue bonds debt service reserve, and subsequent to commencement of operations, established other required accounts. The Commission continues to expend the 2017 Financing bond proceeds on the I-15 ELP and funded required reserve accounts.

The quarterly investment report for the fourth quarter of FY 2020/21, as required by state law and Commission policy, reflects the investment activities resulting from the 91 Project,

2017 Financing, sales tax revenue bonds debt service funds, and available operating cash. As of June 30, 2021, the Commission's cash and investments were comprised of the following:

CASH AND INVESTMENTS PORTFOLIO	AMOUNTS
Operating	\$ 666,431,807
Trust	155,102,521
Commission-managed	97,151,030
STAMP for 91 CIP	65,898,393
STAMP for 2017 Financing	50,592,363
Total	\$ 1,035,176,114

The quarterly investment report includes the following information:

- Investment Portfolio Report;
- 91 CIP STAMP Portfolio by Investment Category;
- 91 CIP STAMP Portfolio by Account;
- 91 CIP STAMP Portfolio Transaction Report by Account;
- 91 CIP STAMP Portfolio Summary of investments by credit rating, industry group, asset class, security type, and market sector;
- 91 CIP STAMP Portfolio Toll Revenue Series A & Series B Reserve Fund Summary of investments by credit rating, industry group, asset class, security type, and market sector;
- 91 CIP STAMP Portfolio Residual Fund Required Retained Balance Summary of investments by credit rating, industry group, asset class, security type, and market sector;
- 91 CIP STAMP Portfolio TIFIA Reserve Fund Summary of investments by credit rating, industry group, asset class, security type, and market sector;
- 2017 Financing STAMP Portfolio by Investment Category;
- 2017 Financing STAMP Portfolio by Account;
- 2017 Financing STAMP Portfolio Transaction Report by Account;
- 2017 Financing STAMP Portfolio Summary of investments by credit rating, industry group, asset class, security type, and market sector;
- 2017 Financing STAMP Portfolio I-15 ELP Sales Tax Senior Lien TIFIA Project Fund Summary of investments by credit rating, industry group, asset class, security type, and market sector;
- 2017 Financing STAMP Portfolio Ramp Up Fund Summary of investments by credit rating, industry group, asset class, security type, and market sector;
- MetLife Short Duration Second Quarter 2021 Review;
- Payden & Rygel Operating Portfolio by Investment Category;
- Payden & Rygel Operating Portfolio Transaction Report;
- Payden & Rygel Operating Portfolio Second Quarter 2021 Review; and
- County of Riverside Investment Report for the Quarter Ended June 30, 2021.

The Commission's investments were in full compliance with the Commission's investment policy adopted on August 12, 2020, and investments securities permitted under the indenture for the

Commission's sales tax revenue bonds and the master indentures for the Commission's toll revenue bonds. Additionally, the Commission has adequate cash flows for the next six months.

Attachments:

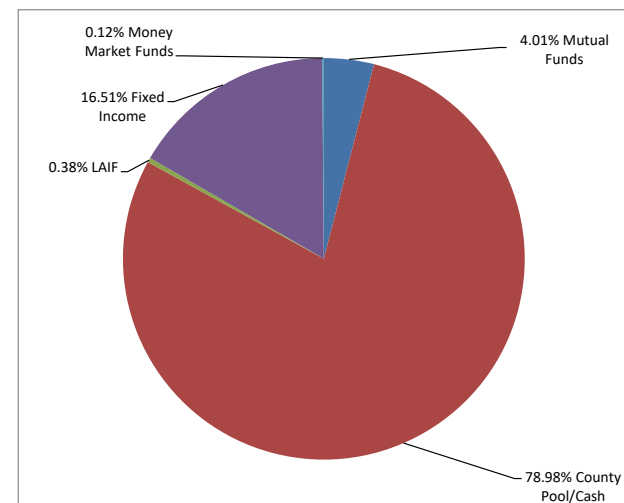
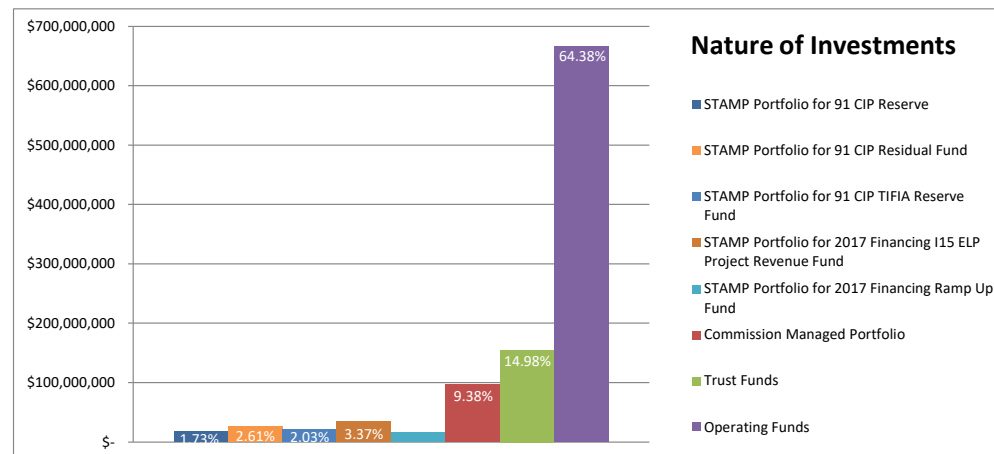
- 1) Investment Portfolio Report
- 2) 91 CIP STAMP Portfolio by Investment Category
- 3) 91 CIP STAMP Portfolio by Account
- 4) 91 CIP STAMP Portfolio Transaction Report by Account
- 5) 91 CIP STAMP Portfolio Summary of Investments
- 6) 91 CIP STAMP Portfolio Toll Revenue Series A & Series B Reserve Fund Summary of Investments
- 7) 91 CIP STAMP Portfolio Residual Fund Required Retained Balance Summary of Investments
- 8) 91 CIP STAMP Portfolio TIFIA Reserve Fund Summary of Investments
- 9) 2017 Financing STAMP Portfolio by Investment Category
- 10) 2017 Financing STAMP Portfolio by Account
- 11) 2017 Financing STAMP Portfolio Transaction Report by Account
- 12) 2017 Financing STAMP Portfolio Summary of Investments
- 13) 2017 Financing STAMP Portfolio I-15 ELP Sales Tax Senior Lien TIFIA Project Fund Summary of Investments
- 14) 2017 Financing STAMP Portfolio Ramp Up Fund Summary of Investments
- 15) Payden & Rygel Operating Portfolio by Investment Category
- 16) Payden & Rygel Operating Portfolio Transaction Report
- 17) MetLife Short Duration Quarterly Review
- 18) Payden & Rygel Operating Portfolio Quarterly Review
- 19) County of Riverside Investment Report

Approved by the Budget and Implementation Committee on September 27, 2021

In Favor: 13 Abstain: 0 No: 0

Riverside County Transportation Commission
Investment Portfolio Report
Period Ended: June 30, 2021

	FAIR VALUE	RATING MOODYS / S&P	COUPON RATE	PAR VALUE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY	PURCHASE COST	MARKET VALUE	UNREALIZED GAIN (LOSS)
OPERATING FUNDS										
City National Bank Deposits	10,647,121	A3/BBB+	N/A				N/A			
County Treasurer's Pooled Investment Fund	651,861,626	Aaa-bf/AAA-V1	N/A				0.28%			
Local Agency Investment Fund (LAIF)	3,923,061	N/A	N/A				N/A			
Subtotal Operating Funds	666,431,808									
FUNDS HELD IN TRUST										
County Treasurer's Pooled Investment Fund:										
Local Transportation Fund	155,102,521	Aaa-bf/AAA-V1	N/A				0.28%			
Subtotal Funds Held in Trust	155,102,521									
COMMISSION MANAGED PORTFOLIO										
US Bank Payden & Rygel Operating	55,647,092									
First American Government Obligation Fund	41,503,938	N/A	N/A							
Subtotal Commission Managed Portfolio	97,151,030									
STAMP PORTFOLIO for 91 CIP										
Series A & Series B Reserve Fund	17,878,478									
Residual Fund Required Retained Balance	26,991,809									
TIFIA Reserve Fund	21,028,105									
Subtotal STAMP Portfolio - 91 CIP	65,898,393									
STAMP PORTFOLIO for 2017 Financing										
Sales Tax I15 ELP Project Revenue Fund	34,908,711									
Ramp Up Fund	15,683,652									
Subtotal STAMP Portfolio - 2017 Financing	50,592,363									
TOTAL All Cash and Investments	\$ 1,035,176,114									



91 CIP STAMP Portfolio by Investment Category for quarter ended June 30, 2021

Source Account	Account	Identifier	Security Type Category	Issuer	Final Maturity	Trade Date	Current Face Value	Original Cost	Next Call Date	Base Market Value	Base Net Total Unrealized Gain/Loss	Coupon	Yield	Summarized Credit Rating
256350023	MIM-Sr Lien Reserve Fund-1	3130AFFX0	Agency	Federal Home Loan Banks	11/16/2028	09/11/2019	185,000.00	205,766.25	---	210,115.60	8,145.86	3.250	1.313	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3134GWNDA	Agency	Federal Home Loan Mortgage Corporation	08/12/2025	08/14/2020	300,000.00	299,580.00	08/12/2021	298,740.00	(912.39)	0.600	0.704	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3134GWTLO	Agency	Federal Home Loan Mortgage Corporation	09/28/2023	09/23/2020	290,000.00	289,956.50	09/28/2021	290,069.60	102.14	0.300	0.202	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3134GXD78	Agency	Federal Home Loan Mortgage Corporation	11/24/2023	11/19/2020	145,000.00	145,000.00	08/24/2021	144,957.95	(42.05)	0.350	0.362	AAA
256350021	MIM-RCTC 2013 Residual Fund	3134GV6H6	Agency	Federal Home Loan Mortgage Corporation	10/20/2022	07/22/2020	400,000.00	399,960.00	07/20/2021	400,000.00	23.22	0.320	0.320	AAA
256350021	MIM-RCTC 2013 Residual Fund	3134GWY42	Agency	Federal Home Loan Mortgage Corporation	10/13/2023	10/07/2020	300,000.00	299,850.00	10/13/2021	299,619.00	(266.67)	0.300	0.356	AAA
256350021	MIM-RCTC 2013 Residual Fund	3136G46A6	Agency	Federal National Mortgage Association	10/27/2023	10/20/2020	415,000.00	414,896.25	10/27/2021	414,717.80	(201.80)	0.300	0.329	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3130AFFX0	Agency	Federal Home Loan Banks	11/16/2028	09/11/2019	200,000.00	222,450.00	---	227,152.00	8,806.34	3.250	1.313	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3134GWNDA	Agency	Federal Home Loan Mortgage Corporation	08/12/2025	08/14/2020	325,000.00	324,545.00	08/12/2021	323,635.00	(988.42)	0.600	0.704	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3134GWTLO	Agency	Federal Home Loan Mortgage Corporation	09/28/2023	09/23/2020	315,000.00	314,952.75	09/28/2021	315,075.60	110.95	0.300	0.202	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3134GXD78	Agency	Federal Home Loan Mortgage Corporation	11/24/2023	11/19/2020	160,000.00	160,000.00	08/24/2021	159,953.60	(46.40)	0.350	0.362	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137EADB2	Agency	Federal Home Loan Mortgage Corporation	01/13/2022	06/06/2019	350,000.00	354,036.55	---	354,284.00	3,439.44	2.375	0.091	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38376T5Z1	Agency CMO	Government National Mortgage Association	01/16/2039	01/26/2015	39,405.96	41,169.38	---	41,000.72	792.63	3.000	0.585	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38378TAF7	Agency CMO	Government National Mortgage Association	07/20/2041	07/05/2013	65,896.83	65,906.76	---	67,944.24	2,097.57	2.500	0.702	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38380AZ34	Agency CMO	Government National Mortgage Association	04/20/2046	11/28/2016	73,880.25	75,949.48	---	77,022.38	1,721.72	3.000	1.650	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38378CR76	Agency CMO	Government National Mortgage Association	10/20/2040	05/22/2014	0.01	0.01	---	0.01	(0.00)	2.000	1.562	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38376WA62	Agency CMO	Government National Mortgage Association	10/20/2039	---	99,398.88	101,899.35	---	105,653.06	4,297.37	4.000	0.683	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38377RVK8	Agency CMO	Government National Mortgage Association	04/20/2039	---	47,211.41	48,153.31	---	48,277.44	835.02	3.000	0.863	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137AXHP1	Agency CMO	Federal Home Loan Mortgage Corporation	09/25/2022	09/29/2017	140,000.00	142,089.06	---	143,071.60	2,750.00	2.573	0.473	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38378B7F0	Agency CMO	Government National Mortgage Association	12/16/2042	---	450,000.00	427,324.22	---	460,854.00	18,925.50	2.273	1.359	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38378VC45	Agency CMO	Government National Mortgage Association	12/16/2041	11/23/2018	71,811.59	69,219.64	---	73,871.15	3,741.66	2.250	0.388	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38378HXH4	Agency CMO	Government National Mortgage Association	09/16/2027	03/08/2019	0.01	0.01	---	0.01	0.00	1.250	1.497	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137B5A60	Agency CMO	Federal Home Loan Mortgage Corporation	10/15/2028	03/20/2019	11,201.37	11,075.36	---	11,585.35	476.24	2.500	0.944	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38375XCM4	Agency CMO	Government National Mortgage Association	11/16/2037	05/14/2019	18,161.69	18,676.03	---	18,488.60	182.64	5.000	0.257	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3136ADFF1	Agency CMO	Federal National Mortgage Association	04/25/2023	06/10/2019	35,705.03	35,191.77	---	35,903.91	469.87	1.500	0.469	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38377REV3	Agency CMO	Government National Mortgage Association	10/20/2039	07/01/2019	0.01	0.01	---	0.01	0.00	3.500	-0.766	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38377QKH9	Agency CMO	Government National Mortgage Association	08/20/2040	08/20/2019	19,027.98	19,373.61	---	19,517.38	278.99	3.000	0.262	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38378JZD7	Agency CMO	Government National Mortgage Association	12/20/2040	10/16/2019	22,035.11	21,759.67	---	22,303.72	459.42	1.500	0.435	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38378FRB8	Agency CMO	Government National Mortgage Association	07/20/2042	12/30/2019	127,177.69	125,309.76	---	130,133.30	4,680.10	2.000	1.096	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38377JZ89	Agency CMO	Government National Mortgage Association	10/20/2039	01/28/2020	0.00	0.00	---	(0.00)	(0.00)	3.500	-0.461	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38376TT99	Agency CMO	Government National Mortgage Association	11/20/2039	01/29/2020	22,326.03	22,849.30	---	23,375.35	521.07	3.000	0.410	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137BIUG5	Agency CMO	Federal Home Loan Mortgage Corporation	01/25/2023	---	240,000.00	250,336.72	---	247,327.20	1,513.82	2.637	0.353	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38378AU90	Agency CMO	Government National Mortgage Association	10/20/2026	04/28/2020	60,501.71	62,241.13	---	61,932.57	323.90	3.000	-0.211	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137ARVU7	Agency CMO	Federal Home Loan Mortgage Corporation	08/15/2038	06/30/2020	2,740.00	2,778.11	---	2,739.89	(0.11)	3.000	0.295	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38377YTL4	Agency CMO	Government National Mortgage Association	05/20/2040	12/16/2020	14,891.65	15,084.79	---	15,076.16	(28.29)	2.000	1.008	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3136A8SX9	Agency CMO	Federal National Mortgage Association	09/25/2027	02/04/2021	40,146.37	40,930.48	---	41,078.16	168.84	1.500	0.367	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137AQQE1	Agency CMO	Federal Home Loan Mortgage Corporation	05/15/2027	---	82,963.28	84,518.85	---	84,452.47	(4.83)	1.500	0.615	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3136ADZA0	Agency CMO	Federal National Mortgage Association	04/25/2028	---	101,601.22	102,866.91	---	102,895.62	65.99	1.250	0.566	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137B9RN7	Agency CMO	Federal Home Loan Mortgage Corporation	12/15/2027	02/05/2021	37,468.43	38,317.33	---	38,583.49	358.04	2.500	-0.419	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3136ABN22	Agency CMO	Federal National Mortgage Association	11/25/2042	02/05/2021	47,153.65	48,096.72	---	48,446.13	389.22	2.000	0.263	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3136AEY84	Agency CMO	Federal National Mortgage Association	07/25/2028	02/05/2021	45,083.11	46,027.04	---	46,170.52	193.91	1.750	0.423	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38377LFC7	Agency CMO	Government National Mortgage Association	12/20/2039	02/12/2021	31,329.88	31,657.87	---	31,642.56	47.09	2.500	-0.039	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38378HAU0	Agency CMO	Government National Mortgage Association	08/20/2027	---	52,431.41	53,328.72	---	53,386.18	63.04	1.500	0.508	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137BLW87	Agency CMO	Federal Home Loan Mortgage Corporation	01/25/2025	02/04/2021	196,617.19	206,724.54	---	204,934.10	(750.94)	2.802	0.371	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137B6DF5	Agency CMO	Federal Home Loan Mortgage Corporation	11/15/2026	03/05/2021	75,069.26	76,699.66	---	76,494.07	(94.22)	2.000	0.360	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3136AQZK9	Agency CMO	Federal National Mortgage Association	11/25/2031	03/11/2021	69,011.97	71,225.22	---	71,100.28	(89.97)	2.000	0.776	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38379JM99	Agency CMO	Government National Mortgage Association	02/16/2041	04/08/2021	12,835.49	12,847.52	---	12,875.16	37.34	2.500	-1.053	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137AYSH5	Agency CMO	Federal Home Loan Mortgage Corporation	12/15/2042	04/08/2021	41,882.68	42,851.21	---	42,715.72	(123.18)	1.750	1.027	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3136A72D3	Agency CMO	Federal National Mortgage Association	04/25/2022	07/03/2013	83,586.30	79,406.98	---	84,430.52	1,300.34	2.482	0.327	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137ATRW4	Agency CMO	Federal Home Loan Mortgage Corporation	05/25/2022	---	281,008.08	276,998.93	---	285,107.99	5,273.89	2.373	0.219	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137AUPE3	Agency CMO	Federal Home Loan Mortgage Corporation	06/25/2022	---	148,187.26	149,779.58	---	150,375.99	2,107.04	2.396	0.463	AAA
256350021	MIM-RCTC 2013 Residual Fund	31397LUK3	Agency CMO	Federal National Mortgage Association	06/25/2023	10/10/2018	23,153.96	23,620.66	---	23,554.98	275.68	4.500	0.525	AAA
256350021	MIM-RCTC 2013 Residual Fund	3137A2PV7	Agency CMO	Federal Home Loan Mortgage Corporation	09/15/2022	06/03/2019	15,911.11	15,632.66	---	16,028.69	254.17	1.500	0.584	AAA
256350021	MIM-RCTC 2013 Residual Fund	31394GXU9	Agency CMO	Federal Home Loan Mortgage Corporation	08/15/2023	07/02/2019	11,862.30	12,366.45	---	12,280.80	145.15	5.500	1.101	AAA
256350021	MIM-RCTC 2013 Residual Fund	38377REV3	Agency CMO	Government National Mortgage Association	10/20/2039	07/01/2019	0.01	0.01	---	0.01	0.00	3.500	-0.434	AAA
256350021	MIM-RCTC 2013 Residual Fund	3137AYCE9	Agency CMO	Federal Home Loan Mortgage Corporation	10/25/2022	08/13/2019	360,000.00	367,790.63	---	369,860.40	7,128.55	2.682	0.281	AAA
256350021	MIM-RCTC 2013 Residual Fund	3137GAUY1	Agency CMO	Federal Home Loan Mortgage Corporation	10/15/2022	08/15/2019	77,724.99	76,923.45	---	78,464.93	1,159.21	1.500	0.228	AAA
256350021	MIM-RCTC 2013 Residual Fund	3137AH6C7	Agency CMO	Federal Home Loan Mortgage Corporation	07/25/2021	03/11/2020	10,302.10	10,501.62	---	10,300.47	(1.55)	3.230	0.345	AAA
256350021	MIM-RCTC 2013 Residual Fund	3133Q5GZ3	Agency CMO	Federal Home Loan Mortgage Corporation	09/25/2033	01/05/2021	218,970.47	222,015.53	---	220,893.03	(1,027.13)	1.000	0.496	AAA
256350021	MIM-RCTC 2013 Residual Fund	3137BLW87	Agency CMO	Federal Home Loan Mortgage Corporation	01/25/2025	02/04/2021	294,925.78	310,086.81	---	307,401.14	(1,126.42)	2.802	0.371	AAA
256350021	MIM-RCTC 2013 Residual Fund	3136ADZA0	Agency CMO	Federal National Mortgage Association	04/25/2028	03/30/2021	76,970.62	77,716.28	---	77,951.23	248.33	1.250	0.566	AAA
256350021	MIM-RCTC 2013 Residual Fund	3136A72D3	Agency CMO	Federal National Mortgage Association	04/25/2022	07/26/2019	11,638.59	11,706.71	---	11,756.14	98.36	2.482	0.327	AAA
256350021	MIM-RCTC 2013 Residual Fund	3136A4JW0	Agency CMO	Federal National Mortgage Association	01/25/2031	05/20/2021	0.00	0.00	---	0.00	(0.00)	2.000	0.952	AAA
256350021	MIM-RCTC 2013 Residual Fund	3137ATRW4	Agency CMO	Federal Home Loan Mortgage Corporation	05/25/2022	08/19/2019	99,609.40	100,714.45	---	101,062.70	1,240.45	2.373	0.219	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3136ADFF1	Agency CMO	Federal National Mortgage Association	04/25/2023	06/10/2019	37,805.33	37,261.88	---	38,015.90	497.51	1.500	0.469	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137B6DF5	Agency CMO	Federal Home Loan Mortgage Corporation	11/15/2026	06/18/2019	93,836.57	92,861.55	---	95,617.59	2,413.10	2.000	0.360	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38377YTL4	Agency CMO	Government National Mortgage Association	05/20/2040	06/17/2019	58,628.58	57,914.04	---	59,354.99	1,360.39	2.000	1.008	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38378WUY7	Agency CMO	Government National Mortgage Association	06/20/2041	06/12/2019	9,441.07	9,455.82	---	9,447.40	15.50	2.500	0.065	AAA
256350018	MIM-RCTC 91													

91 CIP STAMP Portfolio by Investment Category for quarter ended June 30, 2021

Source	Account	Identifier	Security Type	Category	Issuer	Final Maturity	Trade Date	Current Face Value	Original Cost	Next Call Date	Base Market Value	Base Net Total Unrealized Gain/Loss	Coupon	Yield	Summarized Credit Rating
256350018	MIM-RCTC 91 TIFIA Reserve	38376V2E6	Agency CMO	Government National Mortgage Association		07/16/2039	08/06/2019	68,665.34	71,454.87	---	72,742.69	2,028.52	4.000	0.344	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38379JM99	Agency CMO	Government National Mortgage Association		02/16/2041	---	18,847.59	18,894.66	---	18,905.83	55.46	2.500	-1.053	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38378JZD7	Agency CMO	Government National Mortgage Association		12/20/2040	10/16/2019	23,412.30	23,119.64	---	23,697.69	488.14	1.500	0.435	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38377RED3	Agency CMO	Government National Mortgage Association		12/16/2025	12/11/2019	108,489.55	109,354.07	---	111,512.06	2,393.40	2.500	0.345	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38376WA62	Agency CMO	Government National Mortgage Association		10/20/2039	12/17/2019	55,272.78	57,984.60	---	58,750.54	1,165.72	4.000	0.683	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38378FRB8	Agency CMO	Government National Mortgage Association		07/20/2042	12/30/2019	134,243.11	132,271.42	---	137,362.92	4,940.10	2.000	1.096	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38377JZ89	Agency CMO	Government National Mortgage Association		10/20/2039	01/28/2020	0.01	0.01	---	0.01	(0.00)	3.500	-0.461	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137B5A60	Agency CMO	Federal Home Loan Mortgage Corporation		10/15/2028	02/07/2020	10,227.33	10,323.22	---	10,577.93	271.89	2.500	0.094	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38376ITT9	Agency CMO	Government National Mortgage Association		11/20/2039	01/29/2020	24,267.43	24,836.19	---	25,408.00	566.39	3.000	0.410	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38378AU90	Agency CMO	Government National Mortgage Association		10/20/2026	04/28/2020	65,788.26	67,679.68	---	67,344.15	352.20	3.000	-0.211	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137AH6C7	Agency CMO	Federal Home Loan Mortgage Corporation		07/25/2021	06/07/2019	90,142.66	91,737.77	---	90,129.14	(13.52)	3.230	0.345	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137B45W2	Agency CMO	Federal Home Loan Mortgage Corporation		09/15/2030	12/30/2020	58,845.79	59,434.25	---	59,447.78	236.04	2.750	-0.774	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3136A8S9X	Agency CMO	Federal National Mortgage Association		09/25/2027	02/04/2021	46,485.28	47,393.20	---	47,564.20	195.51	1.500	0.367	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137AQQE1	Agency CMO	Federal Home Loan Mortgage Corporation		05/15/2027	---	96,062.76	97,863.93	---	97,787.08	(5.58)	1.500	0.615	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3136ADZ40	Agency CMO	Federal National Mortgage Association		04/25/2028	---	119,304.46	120,790.25	---	120,824.40	77.77	1.250	0.566	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3136ABNZ2	Agency CMO	Federal National Mortgage Association		11/25/2042	02/05/2021	56,191.42	57,315.25	---	57,731.63	463.82	2.000	0.263	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137B9RN7	Agency CMO	Federal Home Loan Mortgage Corporation		12/15/2027	02/05/2021	43,384.50	44,367.43	---	44,675.63	414.58	2.500	-0.419	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3136AEY84	Agency CMO	Federal National Mortgage Association		07/25/2028	02/05/2021	52,201.49	53,294.47	---	53,460.59	224.52	1.750	0.423	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38377LFC7	Agency CMO	Government National Mortgage Association		12/20/2039	02/12/2021	36,650.05	37,033.74	---	37,015.82	55.08	2.500	-0.039	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38378HAU0	Agency CMO	Government National Mortgage Association		08/20/2027	---	62,300.85	63,366.82	---	63,435.35	75.12	1.500	0.508	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137BLW87	Agency CMO	Federal Home Loan Mortgage Corporation		01/25/2025	02/04/2021	229,386.72	241,178.63	---	239,089.78	(876.09)	2.802	0.371	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3136AQZK9	Agency CMO	Federal National Mortgage Association		11/25/2031	03/11/2021	81,434.13	84,045.75	---	83,898.32	(106.17)	2.000	0.776	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137AYSH5	Agency CMO	Federal Home Loan Mortgage Corporation		12/15/2042	04/08/2021	48,700.78	49,826.99	---	49,669.44	(143.24)	1.750	1.027	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38377RVK8	Agency CMO	Government National Mortgage Association		04/20/2039	04/22/2021	58,351.17	59,609.37	---	59,668.74	127.76	3.000	0.863	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137ATRW4	Agency CMO	Federal Home Loan Mortgage Corporation		05/25/2022	06/28/2019	298,828.20	301,314.54	---	303,188.10	4,005.51	2.373	0.219	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137AUPE3	Agency CMO	Federal Home Loan Mortgage Corporation		06/25/2022	06/28/2019	197,583.01	199,335.02	---	200,501.32	2,601.97	2.396	0.463	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38379KDN5	Agency MBS	Government National Mortgage Association		09/16/2055	08/05/2015	52,703.67	51,357.25	---	54,810.76	1,863.07	2.381	1.979	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36202FH8	Agency MBS	Government National Mortgage Association		01/20/2027	---	74,991.91	77,295.10	---	78,656.77	2,108.68	3.000	0.621	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38378XP62	Agency MBS	Government National Mortgage Association		05/16/2055	05/14/2015	130,154.81	131,761.41	---	134,129.74	2,649.79	2.500	1.728	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38378KWU9	Agency MBS	Government National Mortgage Association		11/16/2041	---	18,456.92	17,538.30	---	18,499.00	259.66	1.400	0.765	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3138EJPZ5	Agency MBS	Federal National Mortgage Association		07/01/2022	08/29/2016	148,076.78	157,279.52	---	149,698.22	88.53	2.996	1.171	AAA
256350023	MIM-Sr Lien Reserve Fund-1	31417YKF3	Agency MBS	Federal National Mortgage Association		01/01/2030	---	77,425.27	81,138.08	---	84,038.16	3,892.08	4.500	0.935	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38378KRS0	Agency MBS	Government National Mortgage Association		07/16/2043	05/08/2015	450,000.00	434,460.94	---	454,729.50	7,186.24	2.389	1.042	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38378KXW4	Agency MBS	Government National Mortgage Association		02/16/2037	12/11/2014	56,638.21	56,363.87	---	56,967.28	409.98	1.705	0.864	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3138EKXL4	Agency MBS	Federal National Mortgage Association		03/01/2023	---	189,557.99	186,863.52	---	193,000.37	3,757.12	2.325	0.781	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38378KSL4	Agency MBS	Government National Mortgage Association		12/16/2046	---	425,000.00	415,829.11	---	435,578.25	16,922.63	2.800	1.971	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3136AHAE0	Agency MBS	Federal National Mortgage Association		04/25/2023	10/28/2016	28,423.33	29,036.21	---	29,175.70	495.73	2.634	0.173	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38378BEA2	Agency MBS	Government National Mortgage Association		11/16/2052	01/22/2015	96,519.44	93,476.81	---	97,770.33	2,562.22	1.826	1.320	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137BIU75	Agency MBS	Federal Home Loan Mortgage Corporation		01/25/2023	08/29/2016	307,112.71	319,169.28	---	313,374.73	4,334.70	2.522	0.384	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3136AC714	Agency MBS	Federal National Mortgage Association		03/25/2023	---	42,656.62	42,082.66	---	43,997.31	1,531.49	2.611	0.632	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137FD4D1	Agency MBS	Federal Home Loan Mortgage Corporation		01/25/2028	04/01/2019	35,000.00	36,714.84	---	39,881.45	3,584.38	3.600	1.329	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3620ARB67	Agency MBS	Government National Mortgage Association		05/15/2025	06/10/2019	52,498.82	54,410.10	---	55,702.82	1,885.63	4.000	-0.419	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137FBAJ5	Agency MBS	Federal Home Loan Mortgage Corporation		08/25/2027	06/26/2019	200,000.00	211,593.75	---	222,968.00	14,139.23	3.281	1.279	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137BIBS0	Agency MBS	Federal Home Loan Mortgage Corporation		11/25/2022	07/31/2019	360,000.00	363,360.94	---	369,424.80	8,394.22	2.510	0.350	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137FNAD2	Agency MBS	Federal Home Loan Mortgage Corporation		11/25/2028	08/01/2019	130,892.51	133,504.86	---	139,698.95	6,944.95	2.631	1.045	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3138LFGP7	Agency MBS	Federal National Mortgage Association		10/01/2028	08/07/2019	271,856.08	281,105.56	---	292,052.27	12,085.15	2.550	1.450	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36178NB99	Agency MBS	Government National Mortgage Association		08/15/2027	10/11/2019	21,708.18	21,949.01	---	22,613.85	693.23	2.500	0.543	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36202FA30	Agency MBS	Government National Mortgage Association		09/20/2024	10/23/2019	0.01	0.01	---	0.01	0.00	4.500	0.197	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36179MA46	Agency MBS	Government National Mortgage Association		03/20/2028	11/20/2019	27,780.37	28,114.60	---	28,974.09	887.53	2.500	0.673	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137FPJF3	Agency MBS	Federal Home Loan Mortgage Corporation		06/25/2029	01/08/2020	179,210.03	180,022.08	---	190,521.77	10,754.58	2.258	0.644	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137FQ3Y7	Agency MBS	Federal Home Loan Mortgage Corporation		07/25/2029	01/08/2020	179,865.97	179,929.21	---	190,278.41	10,415.73	2.190	0.922	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36179NHK7	Agency MBS	Government National Mortgage Association		07/20/2028	03/31/2020	129,691.58	135,284.52	---	136,064.62	1,022.19	3.000	1.005	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36179RFD6	Agency MBS	Government National Mortgage Association		06/20/2030	05/01/2020	16,728.79	17,554.93	---	17,604.21	(10.68)	3.000	1.218	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36179MU24	Agency MBS	Government National Mortgage Association		12/20/2027	04/28/2020	40,580.42	42,317.77	---	41,926.88	(321.49)	2.500	1.025	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36179MZV5	Agency MBS	Government National Mortgage Association		02/20/2028	04/28/2020	54,415.15	56,744.80	---	56,752.82	127.78	2.500	0.655	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36179NKP2	Agency MBS	Government National Mortgage Association		08/20/2028	---	87,407.48	91,109.44	---	91,167.75	143.16	2.500	0.755	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36179MEK2	Agency MBS	Government National Mortgage Association		06/20/2027	04/28/2020	70,213.09	73,219.09	---	72,539.95	(457.85)	2.500	0.947	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3140IAU97	Agency MBS	Federal National Mortgage Association		05/01/2023	05/20/2020	39,311.92	40,872.11	---	40,104.45	(182.96)	2.642	0.913	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36179MKL3	Agency MBS	Government National Mortgage Association		08/20/2027	05/28/2020	72,891.12	75,943.43	---	75,733.87	(85.23)	2.500	0.727	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3128MMUL5	Agency MBS	Federal Home Loan Mortgage Corporation		02/01/2031	06/22/2020	97,649.57	102,226.89	---	102,247.89	(250.84)	2.500	0.900	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3620ARZE4	Agency MBS	Government National Mortgage Association		02/15/2026	06/22/2020	65,293.22	68,313.04	---	68,598.37	297.23	3.000	0.111	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36179MU32	Agency MBS	Government National Mortgage Association		12/20/2027	06/22/2020	73,708.29	77,670.11	---	77,325.15	(292.10)	3.000	0.889	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36176XE21	Agency MBS	Government National Mortgage Association		03/15/2027	06/22/2020	127,011.00	133,083.71	---	133,473.32	522.16	3.000	0.465	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36179NAJ7	Agency MBS	Government National Mortgage Association		04/20/2028	06/30/2020	27,817.77	29,360.79	---	28,183.62	(135.95)	3.000	0.950	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36202F3H7	Agency MBS	Government National Mortgage Association		02/20/2027	06/30/2020	46,830.41	49,113.39	---	49,120.42	73.55	3.000	0.619	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137BVZ44	Agency MBS	Federal Home Loan Mortgage Corporation		08/25/2026	07/09/2020	254,628.55	272,681.31	---	271,003.71	2,455.62	3.045	0.511	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3132A85Y1	Agency MBS	Federal Home Loan Mortgage Corporation		09/01/2032	08/12/2020	188,945.09	199,130.41	---	197,859.52	(1,483.30)	2.500		

91 CIP STAMP Portfolio by Investment Category for quarter ended June 30, 2021

Source	Account	Identifier	Security Type	Issuer	Final Maturity	Trade Date	Current Face Value	Original Cost	Next Call Date	Base Market Value	Base Net Total Unrealized Gain/Loss	Coupon	Yield	Summarized Credit Rating
256350023	MIM-Sr Lien Reserve Fund-1	3132AEFC5	Agency MBS	Federal Home Loan Mortgage Corporation	11/01/2030	10/14/2020	370,265.40	398,555.99	---	396,654.22	(254.34)	3.500	0.424	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36179TF83	Agency MBS	Government National Mortgage Association	09/20/2032	10/26/2020	67,355.30	71,670.24	---	72,241.92	130.16	3.500	1.052	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36179RHM4	Agency MBS	Government National Mortgage Association	07/20/2030	10/27/2020	66,157.15	70,085.24	---	70,964.13	897.43	3.500	0.726	AAA
256350023	MIM-Sr Lien Reserve Fund-1	31406UF6	Agency MBS	Federal National Mortgage Association	10/01/2032	11/03/2020	82,150.25	87,695.39	---	87,569.70	(132.76)	3.000	0.841	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137BYPQ7	Agency MBS	Federal Home Loan Mortgage Corporation	04/25/2024	11/30/2020	224,709.14	239,894.56	---	236,068.19	(1,109.50)	2.905	0.877	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3132AEFK7	Agency MBS	Federal Home Loan Mortgage Corporation	04/01/2033	01/14/2021	72,866.69	79,265.30	---	78,553.94	(729.83)	3.500	0.704	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3132AEF68	Agency MBS	Federal Home Loan Mortgage Corporation	01/01/2033	---	136,630.86	148,500.69	---	147,972.59	(432.75)	3.500	0.511	AAA
256350023	MIM-Sr Lien Reserve Fund-1	31418DVU3	Agency MBS	Federal National Mortgage Association	01/01/2031	01/21/2021	161,631.49	168,904.90	---	167,241.71	(1,346.66)	2.000	0.879	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3140X4H90	Agency MBS	Federal National Mortgage Association	06/01/2032	02/02/2021	137,245.38	144,836.77	---	143,439.26	(1,613.05)	2.500	0.969	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137BLAC2	Agency MBS	Federal Home Loan Mortgage Corporation	06/25/2025	02/08/2021	37,000.00	40,815.63	---	40,291.89	(168.74)	3.284	0.860	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137NP40	Agency MBS	Federal Home Loan Mortgage Corporation	07/01/2030	02/05/2021	172,771.24	185,405.14	---	182,883.54	(2,036.15)	3.000	0.943	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3140X9VK8	Agency MBS	Federal National Mortgage Association	02/01/2035	02/10/2021	190,880.86	204,660.08	---	200,781.85	(3,803.44)	3.000	1.209	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3138ETQ4	Agency MBS	Federal National Mortgage Association	06/01/2031	02/11/2021	79,233.35	85,918.66	---	86,117.94	337.67	3.500	0.025	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36176XQB8	Agency MBS	Government National Mortgage Association	05/15/2027	02/23/2021	38,286.60	40,057.36	---	40,235.39	214.63	3.000	0.553	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3140R3R2	Agency MBS	Federal National Mortgage Association	10/01/2028	02/26/2021	78,227.71	81,772.40	---	82,129.70	425.25	2.500	0.315	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3138WEMJ5	Agency MBS	Federal National Mortgage Association	05/01/2030	---	86,162.31	90,417.80	---	90,602.25	202.44	2.500	0.648	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3131X83H7	Agency MBS	Federal Home Loan Mortgage Corporation	04/01/2028	02/26/2021	31,344.46	32,725.57	---	32,842.72	143.76	2.500	0.399	AAA
256350023	MIM-Sr Lien Reserve Fund-1	31418DQ47	Agency MBS	Federal National Mortgage Association	07/01/2035	---	192,032.69	198,789.14	---	198,229.59	(314.99)	2.000	1.101	AAA
256350023	MIM-Sr Lien Reserve Fund-1	31418DXH0	Agency MBS	Federal National Mortgage Association	02/01/2036	02/24/2021	169,145.85	175,383.11	---	174,604.18	(490.47)	2.000	1.226	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3138EQRJ3	Agency MBS	Federal National Mortgage Association	11/01/2030	02/24/2021	56,675.46	60,926.13	---	61,270.14	440.37	3.500	0.083	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3128MMT52	Agency MBS	Federal Home Loan Mortgage Corporation	10/01/2030	02/24/2021	101,269.26	106,079.55	---	106,075.50	107.59	2.500	0.857	AAA
256350023	MIM-Sr Lien Reserve Fund-1	31418DYF3	Agency MBS	Federal National Mortgage Association	04/01/2031	---	255,692.82	265,086.07	---	264,959.12	21.25	2.000	0.925	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3140R8ME0	Agency MBS	Federal National Mortgage Association	12/01/2032	---	58,753.41	62,643.32	---	62,122.92	(552.41)	3.000	1.148	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36179NAH1	Agency MBS	Government National Mortgage Association	04/20/2028	03/26/2021	117,676.35	122,493.72	---	122,410.47	(148.57)	2.500	0.800	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137F4CY6	Agency MBS	Federal Home Loan Mortgage Corporation	09/25/2024	03/31/2021	40,000.00	42,250.00	---	42,543.60	454.82	2.900	0.791	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137AWQG3	Agency MBS	Federal Home Loan Mortgage Corporation	04/25/2022	08/19/2020	38,776.79	39,116.09	---	38,969.51	24.36	1.583	0.239	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137FYUR5	Agency MBS	Federal Home Loan Mortgage Corporation	08/25/2024	04/30/2021	274,971.35	275,047.65	---	274,971.35	(36.31)	0.210	0.220	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3132A8GL7	Agency MBS	Federal Home Loan Mortgage Corporation	05/01/2031	05/11/2021	75,649.04	80,542.58	---	79,759.81	(788.46)	3.000	1.151	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3132D9C93	Agency MBS	Federal Home Loan Mortgage Corporation	10/01/2040	05/12/2021	164,203.62	175,261.70	---	174,960.59	(165.30)	3.000	1.038	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3138ENQD4	Agency MBS	Federal National Mortgage Association	10/01/2029	05/14/2021	25,765.10	27,616.98	---	28,001.00	367.70	3.500	-0.300	AAA
256350023	MIM-Sr Lien Reserve Fund-1	31418CDH4	Agency MBS	Federal National Mortgage Association	10/01/2031	04/30/2021	205,831.25	216,315.78	---	215,676.15	(566.98)	2.500	0.941	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3136A7MN9	Agency MBS	Federal National Mortgage Association	05/25/2022	08/29/2016	158,294.46	162,820.69	---	160,410.85	(1,575.71)	2.349	-0.023	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3140X7LS6	Agency MBS	Federal National Mortgage Association	08/01/2035	05/25/2021	127,181.73	133,520.94	---	133,400.92	(226.18)	2.500	0.876	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137B3NW4	Agency MBS	Federal Home Loan Mortgage Corporation	09/25/2022	04/30/2021	17,520.79	17,756.22	---	17,774.66	44.38	2.778	0.221	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3622A2GC0	Agency MBS	Government National Mortgage Association	03/15/2028	05/26/2021	50,568.79	52,512.53	---	52,671.95	132.78	2.500	0.549	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137BJQ71	Agency MBS	Federal Home Loan Mortgage Corporation	05/25/2025	---	175,000.00	188,024.41	---	187,663.00	(222.77)	2.770	0.836	AAA
256350021	MIM-RCTC 2013 Residual Fund	3137BIUF7	Agency MBS	Federal Home Loan Mortgage Corporation	09/25/2022	01/25/2018	5,473.20	5,392.82	---	5,513.59	66.09	1.785	0.211	AAA
256350021	MIM-RCTC 2013 Residual Fund	3620ARB67	Agency MBS	Government National Mortgage Association	05/15/2025	06/10/2019	34,386.72	35,638.62	---	36,485.35	1,235.09	4.000	-0.419	AAA
256350021	MIM-RCTC 2013 Residual Fund	31406DUX8	Agency MBS	Federal National Mortgage Association	08/01/2031	07/26/2019	0.00	0.00	---	0.00	(0.00)	2.500	0.529	AAA
256350021	MIM-RCTC 2013 Residual Fund	3138EKX14	Agency MBS	Federal National Mortgage Association	03/01/2023	08/21/2019	40,985.51	41,446.60	---	41,729.81	457.93	2.325	0.781	AAA
256350021	MIM-RCTC 2013 Residual Fund	3136AMM48	Agency MBS	Federal National Mortgage Association	07/25/2022	08/01/2019	217,394.58	218,617.42	---	218,994.60	1,534.51	2.509	0.614	AAA
256350021	MIM-RCTC 2013 Residual Fund	36178NB99	Agency MBS	Government National Mortgage Association	08/15/2027	10/11/2019	72,360.62	73,163.37	---	73,379.50	2,310.79	2.500	0.543	AAA
256350021	MIM-RCTC 2013 Residual Fund	3132G5AV1	Agency MBS	Federal Home Loan Mortgage Corporation	07/01/2028	10/11/2019	47,753.00	48,648.37	---	50,200.82	1,713.41	3.000	0.677	AAA
256350021	MIM-RCTC 2013 Residual Fund	36179MA46	Agency MBS	Government National Mortgage Association	03/20/2028	11/20/2019	92,601.22	93,715.33	---	96,580.29	2,958.42	2.500	0.673	AAA
256350021	MIM-RCTC 2013 Residual Fund	36202F2H8	Agency MBS	Government National Mortgage Association	01/20/2027	12/12/2019	51,236.71	52,501.62	---	53,740.65	1,358.73	3.000	0.621	AAA
256350021	MIM-RCTC 2013 Residual Fund	36179RFD6	Agency MBS	Government National Mortgage Association	06/20/2030	05/01/2020	44,610.11	46,812.73	---	46,944.56	(28.02)	3.000	1.218	AAA
256350021	MIM-RCTC 2013 Residual Fund	36179QZ48	Agency MBS	Government National Mortgage Association	02/20/2030	04/30/2020	232,725.31	246,107.02	---	245,543.82	(1,316.70)	3.000	1.092	AAA
256350021	MIM-RCTC 2013 Residual Fund	3622A2GC0	Agency MBS	Government National Mortgage Association	03/15/2028	04/30/2020	168,299.27	175,083.83	---	175,298.83	739.73	2.500	0.549	AAA
256350021	MIM-RCTC 2013 Residual Fund	3137BJP56	Agency MBS	Federal Home Loan Mortgage Corporation	01/25/2025	07/23/2020	38,323.96	39,960.22	---	39,842.35	234.77	2.697	0.305	AAA
256350021	MIM-RCTC 2013 Residual Fund	3137BFE80	Agency MBS	Federal Home Loan Mortgage Corporation	08/25/2024	07/15/2020	257,106.60	268,475.53	---	266,138.75	484.16	2.720	0.406	AAA
256350021	MIM-RCTC 2013 Residual Fund	3132A8S11	Agency MBS	Federal Home Loan Mortgage Corporation	09/01/2032	08/12/2020	256,240.60	270,053.57	---	268,330.03	(2,011.60)	2.500	0.895	AAA
256350021	MIM-RCTC 2013 Residual Fund	3132AEFC5	Agency MBS	Federal Home Loan Mortgage Corporation	11/01/2030	10/14/2020	154,520.20	166,326.52	---	165,532.86	(106.15)	3.500	0.424	AAA
256350021	MIM-RCTC 2013 Residual Fund	31407Q32	Agency MBS	Federal National Mortgage Association	10/01/2031	10/20/2020	39,677.40	42,727.60	---	43,082.51	471.24	3.500	-0.076	AAA
256350021	MIM-RCTC 2013 Residual Fund	3140R8ME0	Agency MBS	Federal National Mortgage Association	12/01/2032	12/30/2020	87,061.87	92,884.14	---	92,054.87	(833.98)	3.000	1.148	AAA
256350021	MIM-RCTC 2013 Residual Fund	31307NTZ7	Agency MBS	Federal Home Loan Mortgage Corporation	11/01/2028	01/13/2021	226,844.96	237,797.32	---	237,545.24	166.14	2.500	0.451	AAA
256350021	MIM-RCTC 2013 Residual Fund	3128MMUL5	Agency MBS	Federal Home Loan Mortgage Corporation	02/01/2031	01/19/2021	53,707.26	56,543.68	---	56,236.33	(429.49)	2.500	0.900	AAA
256350021	MIM-RCTC 2013 Residual Fund	3137APP61	Agency MBS	Federal Home Loan Mortgage Corporation	01/25/2022	09/06/2019	12,421.01	12,623.82	---	12,546.09	94.44	2.789	0.336	AAA
256350021	MIM-RCTC 2013 Residual Fund	3140X4H90	Agency MBS	Federal National Mortgage Association	06/01/2032	02/02/2021	205,868.06	217,255.14	---	215,158.89	(2,419.58)	2.500	0.969	AAA
256350021	MIM-RCTC 2013 Residual Fund	3140X9VK8	Agency MBS	Federal National Mortgage Association	02/01/2035	02/10/2021	113,619.56	121,821.47	---	119,513.01	(2,263.95)	3.000	1.209	AAA
256350021	MIM-RCTC 2013 Residual Fund	3137AXHN6	Agency MBS	Federal Home Loan Mortgage Corporation	02/25/2022	01/25/2018	3,201.56	3,157.54	---	3,206.84	13.74	1.749	0.239	AAA
256350021	MIM-RCTC 2013 Residual Fund	3137B7Y99	Agency MBS	Federal Home Loan Mortgage Corporation	01/25/2024	02/26/2021	120,000.00	129,506.25	---	128,120.40	(205.90)	3.490	0.929	AAA
256350021	MIM-RCTC 2013 Residual Fund	31418DYF3	Agency MBS	Federal National Mortgage Association	04/01/2031	03/18/2021	48,243.93	49,774.17	---	49,992.29	261.29	2.000	0.525	AAA
256350021	MIM-RCTC 2013 Residual Fund	3137AWQG3	Agency MBS	Federal Home Loan Mortgage Corporation	04/25/2022	---	16,157.00	15,856.58	---	16,237.30	169.49	1.583	0.239	AAA
256350021	MIM-RCTC 2013 Residual Fund	3132AEF68	Agency MBS	Federal Home Loan Mortgage Corporation	01/01/2033	05/12/2021	71,420.68	77,670.00	---	77,349.31	(388.41)	3.500	0.511	AAA
256350021	MIM-RCTC 2013 Residual Fund	3138L93A8	Agency MBS	Federal National Mortgage Association	07/01/2025	05/14/2021	115,973.05	122,573.56	---	121,861.00	(539.34)	2.600	1.308	AAA
256350021	MIM-RCTC 2013 Residual Fund	3140X7LS6	Agency MBS	Federal National Mortgage Association	08/01/2035	05/25/2021	200,281.42	200,281.42	---	200,101.38	(39.27)	2.500	0.876	AAA
256350021	MIM-RCTC 2013 Residual Fund	3137BJQ71	Agency MBS	Federal Home Loan Mortgage Corporation	05/25/2025	---	250,000.00	268,755.86	---	268,090.00	(435.47)	2.770	0.836	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3620ARB67	Agency MBS	Government National Mortgage Association	05/15/2025	06/10/2019								

91 CIP STAMP Portfolio by Investment Category for quarter ended June 30, 2021

Source	Account	Identifier	Security Type	Category	Issuer	Final Maturity	Trade Date	Current Face Value	Original Cost	Next Call Date	Base Market Value	Base Net Total Unrealized Gain/Loss	Coupon	Yield	Summarized Credit Rating
256350018	MIM-RCTC 91 TIFIA Reserve	3137F4CY6	Agency MBS	Federal Home Loan Mortgage Corporation		09/25/2024	06/28/2019	190,000.00	195,907.81	---	202,082.10	8,541.30	2.920	0.791	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137FBAJ5	Agency MBS	Federal Home Loan Mortgage Corporation		08/25/2027	06/26/2019	200,000.00	211,593.75	---	222,968.00	14,139.23	3.281	1.279	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	31419AM53	Agency MBS	Federal National Mortgage Association		08/01/2024	06/28/2019	26,667.70	27,651.07	---	27,155.18	135.96	5.500	1.078	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3136AHAEO	Agency MBS	Federal National Mortgage Association		04/25/2023	06/28/2019	33,996.53	34,310.32	---	34,896.42	607.73	2.634	0.173	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3138EJPZ5	Agency MBS	Federal National Mortgage Association		07/01/2022	07/22/2019	166,586.38	169,625.28	---	168,410.50	698.40	2.996	1.171	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38378KWU9	Agency MBS	Government National Mortgage Association		11/16/2041	---	11,325.84	10,829.09	---	11,351.66	206.15	1.400	0.765	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137BSRZ8	Agency MBS	Federal Home Loan Mortgage Corporation		09/25/2022	06/28/2019	55,252.59	56,342.54	---	56,409.58	533.83	2.838	0.518	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38378NWU3	Agency MBS	Government National Mortgage Association		06/16/2048	06/27/2019	0.00	0.00	---	(0.00)	(0.00)	3.131	1.124	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137FNAD2	Agency MBS	Federal Home Loan Mortgage Corporation		11/25/2028	08/01/2019	145,436.12	148,338.73	---	155,221.06	7,716.62	2.631	1.045	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3138LFGP7	Agency MBS	Federal National Mortgage Association		10/01/2028	08/07/2019	296,570.27	306,660.61	---	318,602.48	13,183.81	2.550	1.450	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3138EKXL4	Agency MBS	Federal National Mortgage Association		03/01/2023	08/21/2019	38,423.92	38,856.19	---	39,121.70	429.31	2.325	0.781	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137FL6P4	Agency MBS	Federal Home Loan Mortgage Corporation		01/25/2029	09/09/2019	275,000.00	307,108.40	---	316,142.75	14,877.34	3.563	1.432	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137BP4K2	Agency MBS	Federal Home Loan Mortgage Corporation		03/25/2026	09/09/2019	200,000.00	210,125.00	---	215,642.00	8,281.94	2.849	1.112	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3138L2QG5	Agency MBS	Federal National Mortgage Association		01/01/2028	09/09/2019	248,516.81	263,709.36	---	271,961.89	9,475.72	3.010	1.527	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	36178NB99	Agency MBS	Government National Mortgage Association		08/15/2027	10/11/2019	28,944.24	29,265.35	---	30,151.80	924.31	2.500	0.543	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137BJQI7	Agency MBS	Federal Home Loan Mortgage Corporation		05/25/2025	10/30/2019	200,000.00	206,296.88	---	214,472.00	10,083.30	2.770	0.836	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137BLAC2	Agency MBS	Federal Home Loan Mortgage Corporation		06/25/2025	---	150,000.00	159,648.05	---	163,345.50	6,540.88	3.284	0.860	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	36179M4J6	Agency MBS	Government National Mortgage Association		03/20/2028	11/20/2019	111,121.46	112,458.40	---	115,896.35	3,550.10	2.500	0.763	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	36202F2H8	Agency MBS	Government National Mortgage Association		01/20/2027	12/12/2019	116,447.07	119,321.86	---	122,137.84	3,088.02	3.000	0.621	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137FPJF3	Agency MBS	Federal Home Loan Mortgage Corporation		06/25/2029	01/08/2020	193,740.58	194,618.46	---	205,969.48	11,626.59	2.258	0.644	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137FQ3Y7	Agency MBS	Federal Home Loan Mortgage Corporation		07/25/2029	01/08/2020	194,449.70	194,518.06	---	205,706.39	11,260.25	2.190	0.922	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	31417YKF3	Agency MBS	Federal National Mortgage Association		01/01/2030	---	44,072.27	48,170.38	---	47,836.48	(68.56)	4.500	0.935	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	36179RFD6	Agency MBS	Government National Mortgage Association		06/20/2030	05/01/2020	16,728.79	17,554.77	---	17,604.21	(10.50)	3.000	1.218	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	36179NKP2	Agency MBS	Government National Mortgage Association		08/20/2028	---	92,549.10	96,463.15	---	96,530.56	153.77	2.500	0.755	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	36179MU24	Agency MBS	Government National Mortgage Association		12/20/2027	04/28/2020	43,962.12	45,844.25	---	45,420.79	(348.29)	2.500	1.025	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	36179MZV5	Agency MBS	Government National Mortgage Association		02/20/2028	04/28/2020	59,026.60	61,553.68	---	61,562.38	138.61	2.500	0.655	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	36179MEK2	Agency MBS	Government National Mortgage Association		06/20/2027	04/28/2020	76,064.18	79,320.68	---	78,584.95	(496.01)	2.500	0.947	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3140AU97	Agency MBS	Federal National Mortgage Association		05/01/2023	05/20/2020	42,885.73	44,587.76	---	43,750.31	(199.59)	2.642	0.913	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	36179MU32	Agency MBS	Government National Mortgage Association		12/20/2027	06/22/2020	79,850.65	84,142.62	---	83,768.92	(316.44)	3.000	0.889	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3128MMUL5	Agency MBS	Federal Home Loan Mortgage Corporation		02/01/2031	06/22/2020	100,904.55	105,634.45	---	105,656.15	(259.20)	2.500	0.900	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3620ARZE4	Agency MBS	Government National Mortgage Association		02/15/2026	06/22/2020	72,166.19	75,503.88	---	75,819.24	328.52	3.000	0.111	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	36176XE21	Agency MBS	Government National Mortgage Association		03/15/2027	06/22/2020	138,124.46	144,728.54	---	145,152.23	567.84	3.000	0.465	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	36179NAJ7	Agency MBS	Government National Mortgage Association		04/20/2028	06/30/2020	30,073.26	31,741.39	---	31,549.86	(146.96)	3.000	0.950	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137BVZ74	Agency MBS	Federal Home Loan Mortgage Corporation		08/25/2026	07/09/2020	297,066.64	318,128.20	---	316,170.99	2,864.89	3.045	0.511	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3132A85Y1	Agency MBS	Federal Home Loan Mortgage Corporation		09/01/2032	08/12/2020	204,474.81	215,497.29	---	214,121.94	(1,605.23)	2.500	0.895	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3132A9T64	Agency MBS	Federal Home Loan Mortgage Corporation		10/01/2032	08/14/2020	131,508.34	138,597.46	---	138,903.05	(832.29)	3.000	1.140	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137FMD66	Agency MBS	Federal Home Loan Mortgage Corporation		05/25/2026	08/18/2020	74,336.53	78,192.74	---	77,376.90	(1,500.52)	2.283	0.961	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3138XOZY7	Agency MBS	Federal National Mortgage Association		07/01/2028	08/31/2020	37,843.77	39,765.52	---	39,650.43	2.66	2.500	0.458	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137FWHY9	Agency MBS	Federal Home Loan Mortgage Corporation		09/25/2030	09/15/2020	191,500.73	190,543.22	---	184,187.32	(6,412.19)	0.826	1.481	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	31418AM39	Agency MBS	Federal National Mortgage Association		12/01/2027	09/22/2020	42,981.73	44,875.63	---	45,034.11	205.11	2.500	0.319	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137FBA82	Agency MBS	Federal Home Loan Mortgage Corporation		08/25/2027	09/22/2020	130,000.00	142,690.23	---	139,791.60	(254.44)	3.038	0.419	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3128MENS6	Agency MBS	Federal Home Loan Mortgage Corporation		01/01/2029	10/01/2020	36,183.44	37,868.22	---	37,794.33	41.97	2.500	0.541	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3132AEFC5	Agency MBS	Federal Home Loan Mortgage Corporation		11/01/2030	10/14/2020	399,420.15	429,938.35	---	427,886.83	(274.37)	3.500	0.424	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	36179RIM4	Agency MBS	Government National Mortgage Association		07/20/2030	10/27/2020	77,183.35	81,766.11	---	82,791.49	1,047.01	3.500	0.726	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	36179TF83	Agency MBS	Government National Mortgage Association		09/20/2032	10/26/2020	75,774.70	80,629.02	---	81,272.16	146.43	3.500	1.052	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	31406FU6	Agency MBS	Federal National Mortgage Association		10/01/2032	11/03/2020	90,365.28	96,464.94	---	96,326.68	(146.05)	3.000	0.841	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137B7YX1	Agency MBS	Federal Home Loan Mortgage Corporation		04/25/2023	12/23/2020	129,086.30	132,293.29	---	131,680.93	88.55	2.592	0.077	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137BYPO7	Agency MBS	Federal Home Loan Mortgage Corporation		04/25/2024	11/30/2020	224,709.14	239,894.57	---	236,068.19	(1,109.51)	2.905	0.877	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3132AEFK7	Agency MBS	Federal Home Loan Mortgage Corporation		04/01/2033	01/14/2021	85,011.14	92,476.19	---	91,646.26	(851.47)	3.500	0.704	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3132AEF68	Agency MBS	Federal Home Loan Mortgage Corporation		01/01/2033	---	158,367.59	172,135.51	---	171,513.69	(509.96)	3.500	0.511	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	31418DVU3	Agency MBS	Federal National Mortgage Association		01/01/2031	01/21/2021	184,721.70	193,034.18	---	191,133.39	(1,539.05)	2.000	0.779	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3140X4H90	Agency MBS	Federal National Mortgage Association		06/01/2032	02/02/2021	162,978.89	171,993.66	---	170,334.13	(1,915.50)	2.500	0.969	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	31307NP40	Agency MBS	Federal Home Loan Mortgage Corporation		07/01/2030	02/05/2021	202,640.60	217,458.70	---	214,501.15	(2,388.16)	3.000	0.943	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3140X9VK8	Agency MBS	Federal National Mortgage Association		02/01/2035	02/10/2021	227,239.12	243,642.95	---	239,026.01	(4,527.90)	3.000	1.209	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3138ETOP4	Agency MBS	Federal National Mortgage Association		06/01/2031	02/11/2021	90,037.90	97,634.85	---	97,861.29	383.71	3.500	0.025	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	36176XOB8	Agency MBS	Government National Mortgage Association		05/15/2027	02/23/2021	44,176.85	46,220.02	---	46,425.45	247.66	3.000	0.553	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	314083R2	Agency MBS	Federal National Mortgage Association		10/01/2028	02/26/2021	97,784.64	102,215.50	---	102,662.14	531.57	2.500	0.315	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3138WEMJ5	Agency MBS	Federal National Mortgage Association		05/01/2030	---	101,828.18	106,884.11	---	107,075.39	198.57	2.500	0.648	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3131X83H7	Agency MBS	Federal Home Loan Mortgage Corporation		04/01/2028	02/26/2021	35,822.23	37,400.66	---	37,534.53	164.28	2.500	0.399	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	31418DXH0	Agency MBS	Federal National Mortgage Association		02/01/2036	02/24/2021	193,309.54	200,437.83	---	199,547.64	(560.54)	2.000	1.226	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3138EQRJ3	Agency MBS	Federal National Mortgage Association		11/01/2030	02/24/2021	65,866.08	70,806.03	---	71,205.84	511.79	3.500	0.083	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3128MMT52	Agency MBS	Federal Home Loan Mortgage Corporation		10/01/2030	02/24/2021	115,736.29	121,233.76	---	121,229.13	122.97	2.500	0.857	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	31418DQ47	Agency MBS	Federal National Mortgage Association		07/01/2035	---	225,920.81	233,836.87	---	233,211.28	(345.11)	2.000	1.101	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	31418DYF3	Agency MBS	Federal National Mortgage Association		04/01/2031	---	299,112.35	310,105.95	---	309,952.18	19.27	2.000	0.925	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	31408ME0	Agency MBS	Federal National Mortgage Association		12/01/2032	---	73,174.70	78,017.02	---	77,371.27	(686.21)	3.000	1.148	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	36179NAH1	Agency MBS	Government National Mortgage Association		04/20/2028	03								

91 CIP STAMP Portfolio by Investment Category for quarter ended June 30, 2021

Source	Account	Identifier	Category	Security Type	Issuer	Final Maturity	Trade Date	Current Face Value	Original Cost	Next Call Date	Base Market Value	Base Net Total Unrealized Gain/Loss	Coupon	Yield	Summarized Credit Rating
256350018	MIM-RCTC 91 TIFIA Reserve	3136A7MN9	Agency MBS	Federal National Mortgage Association		05/25/2022	08/22/2019	87,061.95	87,765.93	---	88,225.96	946.84	2.349	-0.023	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3140X7L56	Agency MBS	Federal National Mortgage Association		08/01/2035	05/25/2021	147,053.87	154,383.60	---	154,244.81	(261.53)	2.500	0.876	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3622A2GC0	Agency MBS	Government National Mortgage Association		03/15/2028	05/26/2021	59,892.41	62,194.53	---	62,383.34	157.26	2.500	0.549	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137B3NW4	Agency MBS	Federal Home Loan Mortgage Corporation		09/25/2022	04/30/2021	21,024.94	21,307.47	---	21,329.59	53.26	2.778	0.221	AAA
256350021	MIM-RCTC 2013 Residual Fund	38013FAD3	Asset Backed	GM Financial Consumer Automobile Receivables Trust 2018-4		10/16/2023	07/24/2019	28,935.10	29,465.19	---	29,280.87	172.71	3.210	1.094	AAA
256350021	MIM-RCTC 2013 Residual Fund	12596EAC8	Asset Backed	CNH Equipment Trust 2018-B		11/15/2023	12/05/2019	75,400.00	76,631.14	---	76,407.34	539.97	3.190	0.540	AAA
256350021	MIM-RCTC 2013 Residual Fund	14315XAC2	Asset Backed	Carmax Auto Owner Trust 2020-1		12/16/2024	01/14/2020	60,000.00	59,988.23	---	61,096.20	1,102.19	1.890	0.631	AAA
256350021	MIM-RCTC 2013 Residual Fund	14041NFU0	Asset Backed	Capital One Multi-Asset Execution Trust, Series 2019-2		09/15/2022	03/13/2020	100,000.00	100,312.50	---	101,722.00	1,569.44	1.720	0.292	AAA
256350021	MIM-RCTC 2013 Residual Fund	34528QHK3	Asset Backed	Ford Credit Floorplan Master Owner Trust A, Series 2020-1		09/15/2025	09/15/2020	225,000.00	224,986.86	---	226,102.50	1,112.22	0.700	0.477	AAA
256350021	MIM-RCTC 2013 Residual Fund	98162HAC4	Asset Backed	World Omni Automobile Lease Securitization Trust 2020-A		01/17/2023	02/04/2021	235,000.00	239,773.44	---	238,539.10	190.51	1.700	0.089	AAA
256350021	MIM-RCTC 2013 Residual Fund	98162YAD5	Asset Backed	World Omni Auto Receivables Trust 2019-A		05/15/2024	02/04/2021	101,178.29	102,992.39	---	102,724.30	(105.78)	3.040	0.919	AAA
256350021	MIM-RCTC 2013 Residual Fund	92347YAA2	Asset Backed	Verizon Owner Trust 2019-A		09/20/2023	02/04/2021	121,114.63	123,172.63	---	122,559.53	(125.12)	2.930	0.607	AAA
256350021	MIM-RCTC 2013 Residual Fund	34528QF03	Asset Backed	Ford Credit Floorplan Master Owner Trust A, 2017-3		09/15/2022	02/12/2021	100,000.00	103,445.31	---	102,678.00	49.14	2.480	0.260	AAA
256350021	MIM-RCTC 2013 Residual Fund	14315XAD0	Asset Backed	Carmax Auto Owner Trust 2020-1		06/16/2025	03/03/2021	280,000.00	291,309.38	---	290,586.80	408.08	2.030	0.703	AAA
256350021	MIM-RCTC 2013 Residual Fund	34528QGX6	Asset Backed	Ford Credit Floorplan Master Owner Trust A, Series 2019-2		04/15/2024	05/24/2021	100,000.00	107,390.62	---	106,856.00	(287.96)	3.250	0.768	AA
256350021	MIM-RCTC 2013 Residual Fund	69353RFU7	Corporate	PNC Bank, National Association		02/24/2023	02/20/2020	250,000.00	250,000.00	02/24/2022	250,467.50	467.50	0.475	0.195	A
256350021	MIM-RCTC 2013 Residual Fund	14913R2D8	Corporate	Caterpillar Financial Services Corporation		07/07/2023	07/06/2020	200,000.00	199,888.00	---	201,134.00	1,209.60	0.650	0.368	A
256350021	MIM-RCTC 2013 Residual Fund	06051GHC6	Corporate	Bank of America Corporation		12/20/2023	10/09/2020	185,000.00	194,412.80	12/20/2022	191,724.75	372.28	3.004	0.522	A
256350021	MIM-RCTC 2013 Residual Fund	46647PAY2	Corporate	JPMorgan Chase & Co.		12/05/2024	---	495,000.00	544,824.45	12/05/2023	534,268.35	(1,885.63)	4.023	0.724	A
256350021	MIM-RCTC 2013 Residual Fund	06051GJH3	Corporate	Bank of America Corporation		10/24/2024	11/05/2020	205,000.00	205,604.75	10/24/2023	205,852.80	378.57	0.810	0.629	A
256350021	MIM-RCTC 2013 Residual Fund	6174468T9	Corporate	Morgan Stanley		11/10/2023	11/09/2020	380,000.00	380,000.00	11/10/2022	380,478.80	478.80	0.560	0.467	A
256350021	MIM-RCTC 2013 Residual Fund	38141GXL3	Corporate	The Goldman Sachs Group, Inc.		11/17/2023	---	485,000.00	486,140.00	11/17/2022	485,145.50	(695.47)	0.627	0.598	A
256350021	MIM-RCTC 2013 Residual Fund	863667BB6	Corporate	Stryker Corporation		12/01/2023	11/18/2020	160,000.00	159,860.80	12/01/2021	159,872.00	(16.45)	0.600	0.633	A
256350021	MIM-RCTC 2013 Residual Fund	637432MV4	Corporate	National Rural Utilities Cooperative Finance Corporation		11/15/2023	12/23/2020	165,000.00	178,234.65	11/17/2022	175,177.20	(509.40)	3.400	0.479	A
256350021	MIM-RCTC 2013 Residual Fund	89236THU2	Corporate	Toyota Motor Credit Corporation		01/11/2024	01/06/2021	170,000.00	169,989.80	08/15/2023	169,442.40	(549.00)	0.450	0.581	A
256350021	MIM-RCTC 2013 Residual Fund	21688AAQ5	Corporate	Coöperatieve Rabobank U.A., New York Branch		01/12/2024	01/05/2021	285,000.00	284,803.35	---	283,817.25	(1,016.73)	0.375	0.540	AA
256350021	MIM-RCTC 2013 Residual Fund	22550L2E0	Corporate	Credit Suisse AG, New York Branch		02/02/2024	01/26/2021	250,000.00	250,000.00	---	248,970.00	(1,030.00)	0.495	0.656	AA
256350021	MIM-RCTC 2013 Residual Fund	20030NCR0	Corporate	Comcast Corporation		04/15/2024	02/04/2021	250,000.00	275,055.00	03/15/2024	271,092.50	(780.04)	3.700	0.557	A
256350021	MIM-RCTC 2013 Residual Fund	91159HHV5	Corporate	U.S. Bancorp		02/05/2024	02/04/2021	500,000.00	543,865.00	01/05/2024	535,490.00	(2,442.26)	3.375	0.529	A
256350021	MIM-RCTC 2013 Residual Fund	95000U2R3	Corporate	Wells Fargo & Company		06/02/2024	03/05/2021	395,000.00	404,254.85	06/02/2023	403,449.05	471.61	1.654	0.534	A
256350021	MIM-RCTC 2013 Residual Fund	842400HC0	Corporate	Southern California Edison Company		04/01/2024	03/24/2021	160,000.00	160,000.00	04/01/2023	160,628.80	628.80	0.845	0.658	A
256350021	MIM-RCTC 2013 Residual Fund	49327M2K9	Corporate	KeyBank National Association		06/01/2025	03/31/2021	250,000.00	271,962.50	---	273,142.50	2,406.47	3.300	0.891	A
256350021	MIM-RCTC 2013 Residual Fund	172967MX6	Corporate	Citigroup Inc.		05/01/2025	04/27/2021	165,000.00	165,000.00	05/01/2024	165,392.70	392.70	0.981	0.851	A
256350021	MIM-RCTC 2013 Residual Fund	440452AG5	Corporate	Hormel Foods Corporation		06/03/2024	05/25/2021	215,000.00	214,961.30	06/03/2022	215,468.70	506.42	0.650	0.414	A
256350021	MIM-RCTC 2013 Residual Fund	89788MAF9	Corporate	Truist Financial Corporation		06/09/2025	06/02/2021	245,000.00	245,000.00	06/09/2024	245,284.20	284.20	0.428	0.411	A
256350023	MIM-Sr Lien Reserve Fund-1	CCYUSD	Currency	UNITED STATES OF AMERICA		06/30/2021	---	0.00	(452,609.14)	---	(452,609.14)	0.00	0.000	0.000	AAA
256350021	MIM-RCTC 2013 Residual Fund	CCYUSD	Currency	UNITED STATES OF AMERICA		06/30/2021	---	0.00	(966,244.23)	---	(966,244.23)	0.00	0.000	0.000	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	CCYUSD	Currency	UNITED STATES OF AMERICA		06/30/2021	---	0.00	0.00	---	0.00	0.00	0.000	0.000	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	CCYUSD	Currency	UNITED STATES OF AMERICA		06/30/2021	---	0.00	(685,074.72)	---	(685,074.72)	0.00	0.000	0.000	AAA
256350023	MIM-Sr Lien Reserve Fund-1	31846V401	MM Fund	First American Funds, Inc. - Government Obligations Fund		06/30/2021	---	0.00	479,362.05	---	479,362.05	0.00	0.010	0.010	AAA
256350021	MIM-RCTC 2013 Residual Fund	31846V401	MM Fund	First American Funds, Inc. - Government Obligations Fund		06/30/2021	---	0.00	1,134,257.70	---	1,134,257.70	0.00	0.010	0.010	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	31846V401	MM Fund	First American Funds, Inc. - Government Obligations Fund		06/30/2021	---	0.00	748,456.83	---	748,456.83	0.00	0.010	0.010	AAA
256350021	MIM-RCTC 2013 Residual Fund	650036A55	Muni	The New York State Urban Development Corporation		03/15/2024	06/18/2020	180,000.00	180,000.00	---	181,553.40	1,553.40	0.965	0.643	AA
256350021	MIM-RCTC 2013 Residual Fund	194740PF7	Muni	Collin County Texas		02/15/2024	06/25/2020	175,000.00	175,000.00	---	175,735.00	735.00	0.867	0.705	AAA
256350021	MIM-RCTC 2013 Residual Fund	64971QWL3	Muni	New York City Transitional Finance Authority		08/01/2023	07/07/2020	155,000.00	164,850.25	---	162,398.15	667.01	2.710	0.410	AAA
256350021	MIM-RCTC 2013 Residual Fund	916544ES4	Muni	Upper Santa Clara Valley Joint Powers Authority		08/01/2023	07/16/2020	170,000.00	170,000.00	---	171,147.50	1,147.50	0.680	0.355	AA
256350021	MIM-RCTC 2013 Residual Fund	283062DK0	Muni	El Dorado Irrigation District		03/01/2022	06/16/2020	155,000.00	155,000.00	---	155,485.15	485.15	0.739	0.271	AA
256350021	MIM-RCTC 2013 Residual Fund	072024WW8	Muni	Bay Area Toll Authority		04/01/2022	09/20/2019	95,000.00	95,000.00	---	96,246.40	1,246.40	2.128	0.381	AA
256350021	MIM-RCTC 2013 Residual Fund	783186T22	Muni	Rutgers, The State University of New Jersey		05/01/2022	10/18/2019	105,000.00	105,000.00	---	106,502.55	1,502.55	2.057	0.341	AA
256350021	MIM-RCTC 2013 Residual Fund	64990FD43	Muni	Dormitory Authority of the State of New York		03/15/2025	06/16/2021	175,000.00	175,000.00	---	174,851.25	(148.75)	0.887	0.910	AA
256350021	MIM-RCTC 2013 Residual Fund	4581X0CZ9	Non-US Gov	Inter-American Development Bank		09/14/2022	09/30/2019	650,000.00	652,067.00	---	662,207.00	11,350.97	1.750	0.190	AAA
256350023	MIM-Sr Lien Reserve Fund-1	9128285W6	TIPS	United States Department of The Treasury		01/15/2029	08/26/2019	132,167.50	142,341.12	---	152,919.12	12,576.42	0.875	-1.114	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	9128285W6	TIPS	United States Department of The Treasury		01/15/2029	---	158,601.00	167,501.78	---	183,502.94	17,784.15	0.875	-1.114	AAA
256350023	MIM-Sr Lien Reserve Fund-1	912828GB3	US Gov	United States Department of The Treasury		11/15/2024	04/18/2017	760,000.00	770,717.19	---	803,403.60	38,423.98	2.250	0.540	AAA
256350023	MIM-Sr Lien Reserve Fund-1	912828XB1	US Gov	United States Department of The Treasury		05/15/2025	---	1,250,000.00	1,278,552.74	---	1,319,875.00	53,767.53	2.125	0.661	AAA
256350023	MIM-Sr Lien Reserve Fund-1	91282CAM3	US Gov	United States Department of The Treasury		09/30/2025	10/30/2020	425,000.00	422,376.95	---	416,053.75	(6,677.29)	0.250	0.754	AAA
256350023	MIM-Sr Lien Reserve Fund-1	91282CAE1	US Gov	United States Department of The Treasury		08/15/2030	12/04/2020	90,000.00	87,148.83	---	83,847.60	(3,460.72)	0.625	1.426	AAA
256350023	MIM-Sr Lien Reserve Fund-1	91282ZF0	US Gov	United States Department of The Treasury		03/31/2025	03/08/2021	365,000.00	362,889.84	---	363,189.60	139.42	0.500	0.634	AAA
256350023	MIM-Sr Lien Reserve Fund-1	912828J43	US Gov	United States Department of The Treasury		02/28/2022	06/30/2021	445,000.00	450,006.25	---	449,970.65	(35.60)	1.750	0.078	AAA
256350021	MIM-RCTC 2013 Residual Fund	912828L57	US Gov	United States Department of The Treasury		09/30/2022	---	2,150,000.00	2,158,926.57	---	2,193,258.00	39,115.66	1.750	0.140	AAA
256350021	MIM-RCTC 2013 Residual Fund	912828YK0	US Gov	United States Department of The Treasury		10/15/2022	---	1,820,000.00	1,830,721.10	---	1,848,719.60	19,974.22	1.375	0.152	AAA
256350021	MIM-RCTC 2013 Residual Fund	912828D55	US Gov	United States Department of The Treasury		03/15/2023	---	1,560,000.00	1,572,206.84	---	1,567,924.80	(888.25)	0.500	0.202	AAA
256350021	MIM-RCTC 2013 Residual Fund	912828T67	US Gov	United States Department of The Treasury		10/31/2021	12/09/2019	380,000.00	377,075.78	---	381,504.80	2,023.33	1.250	0.065	AAA
256350021	MIM-RCTC 2013 Residual Fund	912828ZP8	US Gov	United States Department of The Treasury		05/15/2023	11/09/2020	810,000.00	808,354.69	---	808,485.30	(285.74)	0.125	0.225	AAA
2563500															

91 CIP STAMP Portfolio by Investment Category for quarter ended June 30, 2021

Source	Account	Identifier	Security Type	Category	Issuer	Final Maturity	Trade Date	Current Face Value	Original Cost	Next Call	Base Market Value	Base Net Total Unrealized Gain/Loss	Coupon	Yield	Summarized Credit Rating
256350021	MIM-RCTC 2013 Residual Fund	196480CW5	VRDN		Colorado Housing and Finance Authority, Inc.	10/01/2051	03/19/2020	200,000.00	200,000.00	07/20/2021	200,000.00	0.00	0.070	0.070	AAA
								63,685,812.49	65,528,095.59		65,898,392.85	561,899.94			



91 CIP STAMP Portfolio by Account for quarter ended June 30, 2021

Source Account	Account	Identifier	Security Type Category	Issuer	Final Maturity	Trade Date	Current Face Value	Original Cost	Next Call Date	Base Market Value	Base Net Total Unrealized Gain/Loss	Coupon	Yield	Summarized Credit Rating
256350018	MIM-RCTC 91 TIFIA Reserve	3130AFFX0	Agency	Federal Home Loan Banks	11/16/2028	09/11/2019	200,000.00	222,450.00	---	227,152.00	8,806.34	3.250	1.313	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3134GWN4	Agency	Federal Home Loan Mortgage Corporation	08/12/2025	08/14/2020	325,000.00	324,545.00	08/12/2021	323,635.00	(988.42)	0.600	0.704	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3134GWTL0	Agency	Federal Home Loan Mortgage Corporation	09/28/2023	09/23/2020	315,000.00	314,952.75	09/28/2021	315,075.60	110.95	0.300	0.202	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3134GXT8	Agency	Federal Home Loan Mortgage Corporation	11/24/2023	11/19/2020	160,000.00	160,000.00	08/24/2021	159,953.60	(46.40)	0.350	0.362	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137EADB2	Agency	Federal Home Loan Mortgage Corporation	01/13/2022	06/06/2019	350,000.00	354,036.55	---	354,284.00	3,439.44	2.375	0.091	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3136ADFF1	Agency CMO	Federal National Mortgage Association	04/25/2023	06/10/2019	37,805.33	37,261.88	---	38,015.90	497.51	1.500	0.469	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137B6DF5	Agency CMO	Federal Home Loan Mortgage Corporation	11/15/2026	06/18/2019	93,836.57	92,861.55	---	95,617.59	2,413.10	2.000	0.360	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38377YTL4	Agency CMO	Government National Mortgage Association	05/20/2040	06/17/2019	58,628.58	57,914.04	---	59,354.99	1,360.39	2.000	1.008	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38378WUY7	Agency CMO	Government National Mortgage Association	06/20/2041	06/12/2019	9,441.07	9,455.82	---	9,447.40	15.50	2.500	0.065	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137B1UG5	Agency CMO	Federal Home Loan Mortgage Corporation	01/25/2023	06/25/2019	200,000.00	204,101.56	---	206,106.00	4,580.43	2.637	0.353	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3136AGZA3	Agency CMO	Federal National Mortgage Association	09/25/2030	06/25/2019	0.01	0.01	---	0.01	(0.00)	3.000	1.012	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137AXHP1	Agency CMO	Federal Home Loan Mortgage Corporation	09/25/2022	06/28/2019	150,000.00	152,232.42	---	153,291.00	2,631.26	2.573	0.473	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38377REV3	Agency CMO	Government National Mortgage Association	10/20/2039	07/01/2019	0.01	0.01	---	0.01	0.00	3.500	-0.434	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38378TAF7	Agency CMO	Government National Mortgage Association	07/20/2041	07/05/2019	71,388.23	71,522.09	---	73,606.26	2,145.85	2.500	0.702	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38377QKH9	Agency CMO	Government National Mortgage Association	08/20/2040	08/20/2019	20,530.19	20,903.10	---	21,058.23	301.01	3.000	0.262	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38376V2E6	Agency CMO	Government National Mortgage Association	07/16/2039	08/06/2019	68,665.34	71,454.87	---	72,742.69	2,028.52	4.000	0.344	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38379JM99	Agency CMO	Government National Mortgage Association	02/16/2041	---	18,847.59	18,894.66	---	18,905.83	55.46	2.500	-1.053	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38378JZD7	Agency CMO	Government National Mortgage Association	12/20/2040	10/16/2019	23,412.30	23,119.64	---	23,697.69	488.14	1.500	0.435	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38377RED3	Agency CMO	Government National Mortgage Association	12/16/2025	12/11/2019	108,489.55	109,354.07	---	111,512.06	2,393.40	2.500	0.345	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38376WA62	Agency CMO	Government National Mortgage Association	10/20/2039	12/17/2019	55,272.78	57,984.60	---	58,750.54	1,165.72	4.000	0.683	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38378FRB8	Agency CMO	Government National Mortgage Association	07/20/2042	12/30/2019	134,243.11	132,271.42	---	137,362.92	4,940.10	2.000	1.096	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38377JZ89	Agency CMO	Government National Mortgage Association	10/20/2039	01/28/2020	0.01	0.01	---	0.01	(0.00)	3.500	-0.461	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137B5A60	Agency CMO	Federal Home Loan Mortgage Corporation	10/15/2028	02/07/2020	10,227.33	10,323.22	---	10,577.93	271.89	2.500	0.094	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38376TTT9	Agency CMO	Government National Mortgage Association	11/20/2039	01/29/2020	24,267.43	24,836.19	---	25,408.00	566.39	3.000	0.410	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38378AU90	Agency CMO	Government National Mortgage Association	10/20/2026	04/28/2020	65,788.26	67,679.68	---	67,344.15	352.20	3.000	-0.211	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137AH6C7	Agency CMO	Federal Home Loan Mortgage Corporation	07/25/2021	06/07/2019	90,142.66	91,737.77	---	90,129.14	(13.52)	3.230	0.345	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137B45W2	Agency CMO	Federal Home Loan Mortgage Corporation	09/15/2030	12/30/2020	58,845.79	59,434.25	---	59,447.78	236.04	2.750	-0.774	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3136ARSX9	Agency CMO	Federal National Mortgage Association	09/25/2027	02/04/2021	46,485.28	47,393.20	---	47,564.20	195.51	1.500	0.367	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137AAQOE1	Agency CMO	Federal Home Loan Mortgage Corporation	05/15/2027	---	96,062.76	97,863.93	---	97,787.08	(5.58)	1.500	0.615	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3136ADZA0	Agency CMO	Federal National Mortgage Association	04/25/2028	---	119,304.46	120,790.25	---	120,824.40	77.77	1.250	0.566	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3136ABNZ2	Agency CMO	Federal National Mortgage Association	11/25/2042	02/05/2021	57,319.42	57,315.25	---	57,731.63	463.82	2.000	0.263	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137B9RN7	Agency CMO	Federal Home Loan Mortgage Corporation	12/15/2027	02/05/2021	43,384.50	44,367.43	---	44,675.63	414.58	2.500	-0.419	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3136AEY84	Agency CMO	Federal National Mortgage Association	07/25/2028	02/05/2021	52,201.49	53,294.47	---	53,460.59	224.52	1.750	0.423	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38377LFC7	Agency CMO	Government National Mortgage Association	12/20/2039	02/12/2021	36,650.05	37,033.74	---	37,015.82	55.08	2.500	-0.039	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38378HAU0	Agency CMO	Government National Mortgage Association	08/20/2027	---	62,300.85	63,366.82	---	63,435.35	75.12	1.500	0.508	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137BLW87	Agency CMO	Federal Home Loan Mortgage Corporation	01/25/2025	02/04/2021	229,386.72	241,178.63	---	239,089.78	(876.09)	2.802	0.371	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3136AQZK9	Agency CMO	Federal National Mortgage Association	11/25/2031	03/11/2021	81,434.13	84,045.75	---	83,898.32	(106.17)	2.000	0.776	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137AYSH5	Agency CMO	Federal Home Loan Mortgage Corporation	12/15/2042	04/08/2021	48,700.78	49,826.99	---	49,669.44	(143.24)	1.750	1.027	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38377RVK8	Agency CMO	Government National Mortgage Association	04/20/2039	04/22/2021	58,351.17	59,609.37	---	59,668.74	127.76	3.000	0.863	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137ATRW4	Agency CMO	Federal Home Loan Mortgage Corporation	05/25/2022	06/28/2019	298,828.20	301,314.54	---	303,188.10	4,005.51	2.373	0.219	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137AUPE3	Agency CMO	Federal Home Loan Mortgage Corporation	06/25/2022	06/28/2019	197,583.01	199,335.02	---	200,501.32	2,601.97	2.396	0.463	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3620ARB67	Agency MBS	Government National Mortgage Association	05/15/2025	06/10/2019	104,997.64	108,820.21	---	111,405.65	3,771.25	4.000	-0.419	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	36297GCD0	Agency MBS	Government National Mortgage Association	02/15/2025	06/12/2019	52,370.92	54,574.19	---	54,891.53	1,059.35	4.500	0.999	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3620C4U5	Agency MBS	Government National Mortgage Association	09/15/2025	06/12/2019	55,741.71	57,803.72	---	59,180.97	1,977.55	4.000	0.078	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137B1BS0	Agency MBS	Federal Home Loan Mortgage Corporation	11/25/2022	---	645,000.00	652,086.14	---	661,886.10	14,645.52	2.510	0.350	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137F4D41	Agency MBS	Federal Home Loan Mortgage Corporation	01/25/2028	06/27/2019	150,000.00	163,248.05	---	170,920.50	10,620.69	3.600	1.329	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137B1U75	Agency MBS	Federal Home Loan Mortgage Corporation	01/25/2023	06/27/2019	303,071.75	305,995.91	---	309,251.38	5,348.24	2.522	0.384	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137BM6P6	Agency MBS	Federal Home Loan Mortgage Corporation	08/25/2022	06/28/2019	197,875.32	203,255.06	---	202,305.75	2,928.12	3.090	0.504	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137F4CY6	Agency MBS	Federal Home Loan Mortgage Corporation	09/25/2024	06/28/2019	190,000.00	195,907.81	---	202,082.10	8,541.30	2.920	0.791	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137FBAJ5	Agency MBS	Federal Home Loan Mortgage Corporation	08/25/2027	06/26/2019	200,000.00	211,593.75	---	222,968.00	14,139.23	3.281	1.279	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	31419AM53	Agency MBS	Federal National Mortgage Association	08/01/2024	06/28/2019	26,667.70	27,651.07	---	27,155.18	135.96	5.500	1.078	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3136AHAE0	Agency MBS	Federal National Mortgage Association	04/25/2023	06/28/2019	33,996.53	34,310.32	---	34,896.42	607.73	2.634	0.173	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3138EJP25	Agency MBS	Federal National Mortgage Association	07/01/2022	07/22/2019	166,586.38	169,625.28	---	168,410.50	698.40	2.996	1.171	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38378KWU9	Agency MBS	Government National Mortgage Association	11/16/2041	---	11,325.84	10,829.09	---	11,351.66	206.15	1.400	0.765	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137BSRZ8	Agency MBS	Federal Home Loan Mortgage Corporation	09/25/2022	06/28/2019	55,252.59	56,342.54	---	56,409.58	533.83	2.838	0.518	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	38378WNU3	Agency MBS	Government National Mortgage Association	06/16/2048	06/27/2019	0.00	0.00	---	(0.00)	(0.00)	3.131	1.124	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137FNAD2	Agency MBS	Federal Home Loan Mortgage Corporation	11/25/2028	08/01/2019	145,436.12	148,338.73	---	155,221.06	7,716.62	2.631	1.045	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3138LFGP7	Agency MBS	Federal National Mortgage Association	10/01/2028	08/07/2019	296,570.27	306,660.61	---	318,602.48	13,183.81	2.550	1.450	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3138EKLX4	Agency MBS	Federal National Mortgage Association	03/01/2023	08/21/2019	38,423.92	38,856.19	---	39,121.70	429.31	2.325	0.781	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137FL6P4	Agency MBS	Federal Home Loan Mortgage Corporation	01/25/2029	09/09/2019	275,000.00	307,108.40	---	316,142.75	14,877.34	3.563	1.432	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137BP4K2	Agency MBS	Federal Home Loan Mortgage Corporation	03/25/2026	09/09/2019	200,000.00	210,125.00	---	215,642.00	8,281.94	2.849	1.112	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3138L2QG5	Agency MBS	Federal National Mortgage Association	01/01/2028	09/09/2019	248,516.81	263,709.36	---	271,961.89	9,475.72	3.010	1.527	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	36178NB99	Agency MBS	Government National Mortgage Association	08/15/2027	10/11/2019	28,944.24	29,265.35	---	30,151.80	924.31	2.500	0.543	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137BJQ71	Agency MBS	Federal Home Loan Mortgage Corporation	05/25/2025	10/30/2019	200,000.00	206,296.88	---	214,472.00	10,083.30	2.770	0.836	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137BLAC2	Agency MBS	Federal Home Loan Mortgage Corporation	06/25/2025	---	150,000.00	159,648.05	---	163,345.50	6,540.88	3.284	0.860	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	36179M4J6	Agency MBS	Government National Mortgage Association	03/20/2028	11/20/2019	111,121.46	112,458.40	---	115,896.35	3,550.10	2.500	0.673	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3620F2H8	Agency MBS	Government National Mortgage Association	01/20/2027	12/12/2019	116,447.07	119,321.86	---	122,137.84	3,088.02	3.000	0.621	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137FPJF3	Agency MBS	Federal Home Loan Mortgage Corporation	06/25/2029	01/08/2020	193,740.58	194,618.46	---	205,969.4				

91 CIP STAMP Portfolio by Account for quarter ended June 30, 2021

Source Account	Account	Identifier	Security Type Category	Issuer	Final Maturity	Trade Date	Current Face Value	Original Cost	Next Call Date	Base Market Value	Base Net Total Unrealized Gain/Loss	Coupon	Yield	Summarized Credit Rating
256350018	MIM-RCTC 91 TIFIA Reserve	36179RFD6	Agency MBS	Government National Mortgage Association	06/20/2030	05/01/2020	16,728.79	17,554.77	---	17,604.21	(10.50)	3.000	1.218	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	36179NKP2	Agency MBS	Government National Mortgage Association	08/20/2028	---	92,549.10	96,463.15	---	96,530.56	153.77	2.500	0.755	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	36179MU24	Agency MBS	Government National Mortgage Association	12/20/2027	04/28/2020	43,962.12	45,844.25	---	46,420.79	(348.29)	2.500	1.025	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	36179MZV5	Agency MBS	Government National Mortgage Association	02/20/2028	04/28/2020	59,026.60	61,553.68	---	61,562.38	138.61	2.500	0.655	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	36179MEK2	Agency MBS	Government National Mortgage Association	06/20/2027	04/28/2020	76,064.18	79,320.68	---	78,584.95	(496.01)	2.500	0.947	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3140JAU97	Agency MBS	Federal National Mortgage Association	05/01/2023	05/20/2020	42,885.73	44,587.76	---	43,750.31	(199.59)	2.642	0.913	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	36179MU32	Agency MBS	Government National Mortgage Association	12/20/2027	06/22/2020	79,850.65	84,142.62	---	83,768.92	(316.44)	3.000	0.889	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3128MMUL5	Agency MBS	Federal Home Loan Mortgage Corporation	02/01/2031	06/22/2020	100,904.55	105,634.45	---	105,656.15	(259.20)	2.500	0.900	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3620ARZE4	Agency MBS	Government National Mortgage Association	02/15/2026	06/22/2020	72,166.19	75,503.88	---	75,819.24	328.52	3.000	0.111	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	36176XE21	Agency MBS	Government National Mortgage Association	03/15/2027	06/22/2020	138,124.46	144,728.54	---	145,152.23	567.84	3.000	0.465	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	36179NAJ7	Agency MBS	Government National Mortgage Association	04/20/2028	06/30/2020	30,073.26	31,741.39	---	31,549.86	(146.96)	3.000	0.950	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137BVZ74	Agency MBS	Federal Home Loan Mortgage Corporation	08/25/2026	07/09/2020	297,066.64	318,128.20	---	316,170.99	2,864.89	3.045	0.511	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3132A85Y1	Agency MBS	Federal Home Loan Mortgage Corporation	09/01/2032	08/12/2020	204,474.81	215,497.29	---	214,121.94	(1,605.23)	2.500	0.895	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3132A9T64	Agency MBS	Federal Home Loan Mortgage Corporation	10/01/2032	08/14/2020	131,508.34	138,597.46	---	138,903.05	(832.29)	3.000	1.140	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137FMD66	Agency MBS	Federal Home Loan Mortgage Corporation	05/25/2026	08/18/2020	74,336.53	78,192.74	---	77,376.90	(1,500.52)	2.283	0.961	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3138X0ZY7	Agency MBS	Federal National Mortgage Association	07/01/2028	08/31/2020	37,843.77	39,765.52	---	39,650.43	2.66	2.500	0.458	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137FVHY9	Agency MBS	Federal Home Loan Mortgage Corporation	09/25/2030	09/15/2020	191,500.73	190,543.22	---	184,187.32	(6,412.19)	0.826	1.481	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	31418AM39	Agency MBS	Federal National Mortgage Association	12/01/2027	09/22/2020	42,981.73	44,875.63	---	45,034.11	205.11	2.500	0.319	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137FBAB2	Agency MBS	Federal Home Loan Mortgage Corporation	08/25/2027	09/22/2020	130,000.00	142,690.23	---	139,791.60	(254.44)	3.038	0.419	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3128MENS6	Agency MBS	Federal Home Loan Mortgage Corporation	01/01/2029	10/01/2020	36,183.44	37,868.22	---	37,794.33	41.97	2.500	0.541	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3132AEFC5	Agency MBS	Federal Home Loan Mortgage Corporation	11/01/2030	10/14/2020	399,420.15	429,938.35	---	427,886.83	(274.37)	3.500	0.424	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	36179RH44	Agency MBS	Government National Mortgage Association	07/20/2030	10/27/2020	77,183.35	81,766.11	---	82,791.49	1,047.01	3.500	0.726	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	36179TF83	Agency MBS	Government National Mortgage Association	09/20/2032	10/26/2020	75,774.70	80,629.02	---	81,272.16	146.43	3.500	1.052	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	31406FU6	Agency MBS	Federal National Mortgage Association	10/01/2032	11/03/2020	90,365.28	96,464.94	---	96,326.68	(146.05)	3.000	0.841	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137B7YX1	Agency MBS	Federal Home Loan Mortgage Corporation	04/25/2023	12/23/2020	129,086.30	132,293.29	---	131,680.93	88.55	2.592	0.777	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137BYPQ7	Agency MBS	Federal Home Loan Mortgage Corporation	04/25/2024	11/30/2020	224,709.14	239,894.57	---	236,068.19	(1,109.51)	2.905	0.877	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3132AEFK7	Agency MBS	Federal Home Loan Mortgage Corporation	04/01/2033	01/14/2021	85,011.14	92,476.19	---	91,646.26	(851.47)	3.500	0.704	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3132AEF68	Agency MBS	Federal Home Loan Mortgage Corporation	01/01/2033	---	158,367.59	172,135.51	---	171,513.69	(509.96)	3.500	0.511	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	31418DVU3	Agency MBS	Federal National Mortgage Association	01/01/2031	01/21/2021	184,721.70	193,034.18	---	191,133.39	(1,539.05)	2.000	0.879	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3140X4H90	Agency MBS	Federal National Mortgage Association	06/01/2032	02/02/2021	162,978.89	171,993.66	---	170,334.13	(1,915.50)	2.500	0.969	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	31307NP40	Agency MBS	Federal Home Loan Mortgage Corporation	07/01/2030	02/05/2021	202,640.60	217,458.70	---	214,501.15	(2,388.16)	3.000	0.943	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3140X9VK8	Agency MBS	Federal National Mortgage Association	02/01/2035	02/10/2021	227,239.12	243,642.95	---	239,026.01	(4,527.90)	3.000	1.209	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3138ETQP4	Agency MBS	Federal National Mortgage Association	06/01/2031	02/11/2021	90,037.90	97,634.85	---	97,861.29	383.71	3.500	0.025	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	36176XQB8	Agency MBS	Government National Mortgage Association	05/15/2027	02/23/2021	44,176.85	46,220.02	---	46,425.45	247.66	3.000	0.553	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3140X83R2	Agency MBS	Federal National Mortgage Association	10/01/2028	02/26/2021	97,784.64	102,215.50	---	102,662.14	531.57	2.500	0.315	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3138WEMJ5	Agency MBS	Federal National Mortgage Association	05/01/2030	---	101,828.18	106,884.11	---	107,075.39	198.57	2.500	0.648	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3131X83H7	Agency MBS	Federal Home Loan Mortgage Corporation	04/01/2028	02/26/2021	35,822.23	37,400.66	---	37,534.53	164.28	2.500	0.399	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	31418DXH0	Agency MBS	Federal National Mortgage Association	02/01/2036	02/24/2021	193,309.54	200,437.83	---	199,547.64	(560.54)	2.000	1.226	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3138EQRJ3	Agency MBS	Federal National Mortgage Association	11/01/2030	02/24/2021	65,866.08	70,806.03	---	71,205.84	511.79	3.500	0.083	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3128MMT52	Agency MBS	Federal Home Loan Mortgage Corporation	10/01/2030	02/24/2021	115,736.29	121,233.76	---	121,229.13	122.97	2.500	0.857	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	31418DQ47	Agency MBS	Federal National Mortgage Association	07/01/2035	---	225,920.81	233,836.87	---	233,211.28	(345.11)	2.000	1.101	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	31418DYF3	Agency MBS	Federal National Mortgage Association	04/01/2031	---	299,112.35	310,105.95	---	309,952.18	19.27	2.000	0.925	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3140X8ME0	Agency MBS	Federal National Mortgage Association	12/01/2032	---	73,174.70	78,017.02	---	77,371.27	(686.21)	3.000	1.148	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	36179NAH1	Agency MBS	Government National Mortgage Association	04/20/2028	03/26/2021	138,554.40	144,226.48	---	144,128.45	(174.94)	2.500	0.800	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	36179NHK7	Agency MBS	Government National Mortgage Association	07/20/2028	04/14/2021	86,461.05	90,892.18	---	90,709.75	(141.56)	3.000	1.005	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	36202F3H7	Agency MBS	Government National Mortgage Association	02/20/2027	04/14/2021	67,543.85	70,372.26	---	70,846.75	517.26	3.000	0.619	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137AWQG3	Agency MBS	Federal Home Loan Mortgage Corporation	04/25/2022	06/07/2019	103,404.78	102,257.64	---	103,918.71	960.81	1.583	0.239	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137FYUR5	Agency MBS	Federal Home Loan Mortgage Corporation	08/25/2024	04/30/2021	324,966.14	325,056.31	---	324,966.14	(42.90)	0.210	0.220	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3132A8GL7	Agency MBS	Federal Home Loan Mortgage Corporation	05/01/2031	05/11/2021	94,561.29	100,678.24	---	99,699.75	(985.58)	3.000	1.151	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3132D9C93	Agency MBS	Federal Home Loan Mortgage Corporation	10/01/2040	05/12/2021	190,831.22	203,682.52	---	203,332.57	(192.12)	3.000	1.038	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3138ENQD4	Agency MBS	Federal National Mortgage Association	10/01/2029	05/14/2021	63,124.52	67,661.60	---	68,602.47	900.88	3.500	-0.300	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	31418CDH4	Agency MBS	Federal National Mortgage Association	10/01/2031	04/30/2021	236,705.94	248,763.14	---	248,027.58	(652.03)	2.500	0.941	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3136A7MN9	Agency MBS	Federal National Mortgage Association	05/25/2022	08/22/2019	87,061.95	87,765.93	---	88,225.96	946.84	2.349	-0.023	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3140X7LS6	Agency MBS	Federal National Mortgage Association	08/01/2035	05/25/2021	147,053.87	154,383.60	---	154,244.81	(261.53)	2.500	0.876	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3622A2GC0	Agency MBS	Government National Mortgage Association	03/15/2028	05/26/2021	59,892.41	62,194.53	---	62,383.34	157.26	2.500	0.549	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	3137B3NW4	Agency MBS	Federal Home Loan Mortgage Corporation	09/25/2022	04/30/2021	21,024.94	21,307.47	---	21,329.59	53.26	2.778	0.221	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	CCYUSD	Currency	UNITED STATES OF AMERICA	06/30/2021	---	0.00	0.00	---	0.00	0.00	0.000	0.000	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	CCYUSD	Currency	UNITED STATES OF AMERICA	06/30/2021	---	0.00	(685,074.72)	---	(685,074.72)	0.00	0.000	0.000	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	31846V401	MM Fund	First American Funds, Inc. - Government Obligations Fund	06/30/2021	---	0.00	748,456.83	---	748,456.83	0.00	0.010	0.010	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	9128285W6	TIPS	United States Department of The Treasury	01/15/2029	---	158,601.00	167,501.78	---	183,502.94	17,784.15	0.875	-1.114	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	912828L57	US Gov	United States Department of The Treasury	09/30/2022	09/10/2019	105,000.00	105,652.15	---	107,112.60	1,841.82	1.750	0.140	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	912828XB1	US Gov	United States Department of The Treasury	05/15/2025	---	710,000.00	744,402.74	---	749,689.00	13,073.68	2.125	0.661	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	912828YK0	US Gov	United States Department of The Treasury	10/15/2022	---	750,000.00	763,253.90	---	761,835.00	4,520.29	1.375	0.152	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	91282CAM3	US Gov	United States Department of The Treasury	09/30/2025	10/30/2020	700,000.00	695,679.69	---	685,265.00	(10,997.90)	0.250	0.754	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	91282CAP6	US Gov	United States Department of The Treasury	10/15/2023	---	1,530,000.00	1,524,537.31	---	1,523,421.00	(1,972.64)	0.125	0.313	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	91282CAE1	US Gov	United States Department of The Treasury	08/15/2030	12/04/2020	110,000.00	106,515.23	---	102,480.40	(4,229.76)	0.625	1.426	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	91282ZF0	US Gov	United States Department of The Treasury	03/31/2025	---	400,000.00	398,056.64	---	398,016.00	(77.98)	0.500	0.634	AAA
256350018	MIM-RCTC 91 TIFIA Reserve	91282G38	US Gov	United States Department of The Treasury	11/15/2024	06/30/2021	350,000.00	370,125						

91 CIP STAMP Portfolio by Account for quarter ended June 30, 2021

Source Account	Account	Identifier	Security Type Category	Issuer	Final Maturity	Trade Date	Current Face Value	Original Cost	Next Call Date	Base Market Value	Base Net Total Unrealized Gain/Loss	Coupon	Yield	Summarized Credit Rating
256350021	MIM-RCTC 2013 Residual Fund	3137GAUY1	Agency CMO	Federal Home Loan Mortgage Corporation	10/15/2022	08/15/2019	77,724.99	76,923.45	---	78,464.93	1,159.21	1.500	0.228	AAA
256350021	MIM-RCTC 2013 Residual Fund	3137AH6C7	Agency CMO	Federal Home Loan Mortgage Corporation	07/25/2021	03/11/2020	10,302.02	10,501.62	---	10,300.47	(1.55)	3.230	0.345	AAA
256350021	MIM-RCTC 2013 Residual Fund	3133Q5GZ3	Agency CMO	Federal Home Loan Mortgage Corporation	09/25/2033	01/05/2021	218,970.47	222,015.53	---	220,893.03	(1,027.13)	1.000	0.496	AAA
256350021	MIM-RCTC 2013 Residual Fund	3137BLW87	Agency CMO	Federal Home Loan Mortgage Corporation	01/25/2025	02/04/2021	294,925.78	310,086.81	---	307,401.14	(1,126.42)	2.802	0.371	AAA
256350021	MIM-RCTC 2013 Residual Fund	3136ADZAO	Agency CMO	Federal National Mortgage Association	04/25/2028	03/30/2021	76,970.62	77,716.28	---	77,951.23	248.33	1.250	0.566	AAA
256350021	MIM-RCTC 2013 Residual Fund	3136A72D3	Agency CMO	Federal National Mortgage Association	04/25/2022	07/26/2019	11,638.59	11,706.71	---	11,756.14	98.36	2.482	0.327	AAA
256350021	MIM-RCTC 2013 Residual Fund	3136A4JW0	Agency CMO	Federal National Mortgage Association	01/25/2031	05/20/2021	0.00	0.00	---	0.00	(0.00)	2.000	0.952	AAA
256350021	MIM-RCTC 2013 Residual Fund	3137ATRW4	Agency CMO	Federal Home Loan Mortgage Corporation	05/25/2022	08/19/2019	99,609.40	100,714.45	---	101,062.70	1,240.45	2.373	0.219	AAA
256350021	MIM-RCTC 2013 Residual Fund	3137B1UF7	Agency MBS	Federal Home Loan Mortgage Corporation	09/25/2022	01/25/2018	5,473.20	5,392.82	---	5,513.59	66.09	1.785	0.211	AAA
256350021	MIM-RCTC 2013 Residual Fund	3620ARB67	Agency MBS	Government National Mortgage Association	05/15/2025	06/10/2019	34,386.72	35,638.62	---	36,485.35	1,235.09	4.000	-0.419	AAA
256350021	MIM-RCTC 2013 Residual Fund	3140J6DU8	Agency MBS	Federal National Mortgage Association	08/01/2031	07/26/2019	0.00	0.00	---	0.00	(0.00)	2.500	0.529	AAA
256350021	MIM-RCTC 2013 Residual Fund	3138EKXL4	Agency MBS	Federal National Mortgage Association	03/01/2023	08/21/2019	40,985.51	41,446.60	---	41,729.81	457.93	2.325	0.781	AAA
256350021	MIM-RCTC 2013 Residual Fund	3136AMM48	Agency MBS	Federal National Mortgage Association	07/25/2022	08/01/2019	217,394.58	218,617.42	---	218,994.60	1,534.51	2.509	0.614	AAA
256350021	MIM-RCTC 2013 Residual Fund	36178NB99	Agency MBS	Government National Mortgage Association	08/15/2027	10/11/2019	72,360.62	73,163.37	---	75,379.50	2,310.79	2.500	0.543	AAA
256350021	MIM-RCTC 2013 Residual Fund	3132G5AV1	Agency MBS	Federal Home Loan Mortgage Corporation	07/01/2028	10/11/2019	47,753.00	48,648.37	---	50,200.82	1,713.41	3.000	0.677	AAA
256350021	MIM-RCTC 2013 Residual Fund	36179M4J6	Agency MBS	Government National Mortgage Association	03/20/2028	11/20/2019	92,601.22	93,715.33	---	96,580.29	2,958.42	2.500	0.673	AAA
256350021	MIM-RCTC 2013 Residual Fund	3620F2H8	Agency MBS	Government National Mortgage Association	01/20/2027	12/12/2019	51,236.71	52,501.62	---	53,740.65	1,358.73	3.000	0.621	AAA
256350021	MIM-RCTC 2013 Residual Fund	36179RFD6	Agency MBS	Government National Mortgage Association	06/20/2030	05/01/2020	44,610.11	46,812.73	---	46,944.56	(28.02)	3.000	1.218	AAA
256350021	MIM-RCTC 2013 Residual Fund	36179Q2A8	Agency MBS	Government National Mortgage Association	02/20/2030	04/30/2020	232,725.31	246,107.02	---	245,543.82	(1,316.70)	3.000	1.092	AAA
256350021	MIM-RCTC 2013 Residual Fund	3622A2GC0	Agency MBS	Government National Mortgage Association	03/15/2028	04/30/2020	168,299.27	175,083.83	---	175,298.83	739.73	2.500	0.549	AAA
256350021	MIM-RCTC 2013 Residual Fund	3137BJP56	Agency MBS	Federal Home Loan Mortgage Corporation	01/25/2025	07/23/2020	38,323.96	39,960.22	---	39,842.35	234.77	2.697	0.305	AAA
256350021	MIM-RCTC 2013 Residual Fund	3137BFE80	Agency MBS	Federal Home Loan Mortgage Corporation	08/25/2024	07/15/2020	257,106.60	268,475.53	---	266,138.75	484.16	2.720	0.406	AAA
256350021	MIM-RCTC 2013 Residual Fund	3132A85Y1	Agency MBS	Federal Home Loan Mortgage Corporation	09/01/2032	08/12/2020	256,240.60	270,053.57	---	268,330.03	(2,011.60)	2.500	0.895	AAA
256350021	MIM-RCTC 2013 Residual Fund	3132AEFC5	Agency MBS	Federal Home Loan Mortgage Corporation	11/01/2030	10/14/2020	154,520.20	166,326.52	---	165,532.86	(106.15)	3.500	-0.424	AAA
256350021	MIM-RCTC 2013 Residual Fund	31407Q32	Agency MBS	Federal National Mortgage Association	10/01/2031	10/20/2020	39,677.40	42,727.60	---	43,082.51	471.24	3.500	0.476	AAA
256350021	MIM-RCTC 2013 Residual Fund	3140J8ME0	Agency MBS	Federal National Mortgage Association	12/01/2032	12/30/2020	87,061.87	92,884.14	---	92,054.87	(833.98)	3.000	1.148	AAA
256350021	MIM-RCTC 2013 Residual Fund	31307NTZ7	Agency MBS	Federal Home Loan Mortgage Corporation	11/01/2028	01/13/2021	226,844.96	237,797.32	---	237,545.24	166.14	2.500	0.451	AAA
256350021	MIM-RCTC 2013 Residual Fund	3128MMUL5	Agency MBS	Federal Home Loan Mortgage Corporation	02/01/2031	01/19/2021	53,707.26	56,543.68	---	56,236.33	(429.49)	2.500	0.900	AAA
256350021	MIM-RCTC 2013 Residual Fund	3137APP61	Agency MBS	Federal Home Loan Mortgage Corporation	01/25/2022	09/06/2019	12,421.01	12,623.82	---	12,546.09	94.44	2.789	0.336	AAA
256350021	MIM-RCTC 2013 Residual Fund	3140X4H90	Agency MBS	Federal National Mortgage Association	06/01/2032	02/02/2021	205,868.06	217,255.14	---	215,158.89	(2,419.58)	2.500	0.969	AAA
256350021	MIM-RCTC 2013 Residual Fund	3140X9VK8	Agency MBS	Federal National Mortgage Association	02/01/2035	02/10/2021	113,619.56	121,821.47	---	119,513.01	(2,263.95)	3.000	1.209	AAA
256350021	MIM-RCTC 2013 Residual Fund	3137AXHN6	Agency MBS	Federal Home Loan Mortgage Corporation	02/25/2022	01/25/2018	3,201.56	3,157.54	---	3,206.84	13.74	1.749	0.239	AAA
256350021	MIM-RCTC 2013 Residual Fund	3137BYYY9	Agency MBS	Federal Home Loan Mortgage Corporation	01/25/2024	02/26/2021	120,000.00	129,506.25	---	128,120.40	(205.90)	3.490	0.529	AAA
256350021	MIM-RCTC 2013 Residual Fund	31418DYF3	Agency MBS	Federal National Mortgage Association	04/01/2031	03/18/2021	48,243.93	49,774.17	---	49,992.29	261.29	2.000	0.925	AAA
256350021	MIM-RCTC 2013 Residual Fund	3137AWQG3	Agency MBS	Federal Home Loan Mortgage Corporation	04/25/2022	---	16,157.00	15,856.58	---	16,237.30	169.49	1.583	0.239	AAA
256350021	MIM-RCTC 2013 Residual Fund	3132AEF68	Agency MBS	Federal Home Loan Mortgage Corporation	01/01/2033	05/12/2021	71,420.68	77,670.00	---	77,349.31	(388.41)	3.500	0.511	AAA
256350021	MIM-RCTC 2013 Residual Fund	3138L93A8	Agency MBS	Federal National Mortgage Association	07/01/2025	05/14/2021	115,973.05	122,573.56	---	121,861.00	(539.34)	2.600	1.308	AAA
256350021	MIM-RCTC 2013 Residual Fund	3140X7LS6	Agency MBS	Federal National Mortgage Association	08/01/2035	05/25/2021	190,772.60	200,281.42	---	200,101.38	(339.27)	2.500	0.876	AAA
256350021	MIM-RCTC 2013 Residual Fund	3137BJQ71	Agency MBS	Federal Home Loan Mortgage Corporation	05/25/2025	---	250,000.00	268,755.86	---	268,090.00	(435.47)	2.770	0.836	AAA
256350021	MIM-RCTC 2013 Residual Fund	38013FAD3	Asset Backed	GM Financial Consumer Automobile Receivables Trust 2018-4	10/16/2023	07/24/2019	28,935.10	29,465.19	---	29,280.87	172.71	3.210	1.094	AAA
256350021	MIM-RCTC 2013 Residual Fund	12596EAC8	Asset Backed	CNH Equipment Trust 2018-B	11/15/2023	12/05/2019	75,400.00	76,631.14	---	76,407.34	539.97	3.190	0.540	AAA
256350021	MIM-RCTC 2013 Residual Fund	14315XAC2	Asset Backed	Carmax Auto Owner Trust 2020-1	12/16/2024	01/14/2020	60,000.00	59,988.23	---	61,096.20	1,102.19	1.890	0.631	AAA
256350021	MIM-RCTC 2013 Residual Fund	14041NFU0	Asset Backed	Capital One Multi-Asset Execution Trust, Series 2019-2	09/15/2022	03/13/2020	100,000.00	100,312.50	---	101,722.00	1,569.44	1.720	0.392	AAA
256350021	MIM-RCTC 2013 Residual Fund	34528QHK3	Asset Backed	Ford Credit Floorplan Master Owner Trust A, Series 2020-1	09/15/2025	09/15/2020	225,000.00	224,986.86	---	226,102.50	1,112.22	0.700	0.477	AAA
256350021	MIM-RCTC 2013 Residual Fund	98162HAC4	Asset Backed	World Omni Automobile Lease Securitization Trust 2020-A	01/17/2023	02/04/2021	235,000.00	239,773.44	---	238,539.10	190.51	1.700	0.089	AAA
256350021	MIM-RCTC 2013 Residual Fund	98162YAD5	Asset Backed	World Omni Auto Receivables Trust 2019-A	05/15/2024	02/04/2021	101,178.29	102,992.39	---	102,724.30	(105.78)	3.040	0.919	AAA
256350021	MIM-RCTC 2013 Residual Fund	92347YAA2	Asset Backed	Verizon Owner Trust 2019-A	09/20/2023	02/04/2021	121,114.63	123,172.63	---	122,559.53	(125.12)	2.930	0.607	AAA
256350021	MIM-RCTC 2013 Residual Fund	34528QFU3	Asset Backed	Ford Credit Floorplan Master Owner Trust A, 2017-3	09/15/2022	02/12/2021	100,000.00	103,445.31	---	102,678.00	49.14	2.480	0.260	AAA
256350021	MIM-RCTC 2013 Residual Fund	14315XAD0	Asset Backed	Carmax Auto Owner Trust 2020-1	06/16/2025	03/03/2021	280,000.00	291,309.38	---	290,586.80	408.08	2.030	0.703	AAA
256350021	MIM-RCTC 2013 Residual Fund	34528QGX6	Asset Backed	Ford Credit Floorplan Master Owner Trust A, Series 2019-2	04/15/2024	05/24/2021	100,000.00	107,390.62	---	106,856.00	(287.96)	3.250	0.768	AA
256350021	MIM-RCTC 2013 Residual Fund	69353RFU7	Corporate	PNC Bank, National Association	02/24/2023	02/20/2020	250,000.00	250,000.00	02/24/2022	250,467.50	467.50	0.475	0.195	A
256350021	MIM-RCTC 2013 Residual Fund	14913RD28	Corporate	Caterpillar Financial Services Corporation	07/07/2023	07/06/2020	200,000.00	199,888.00	---	201,134.00	1,209.60	0.650	0.368	A
256350021	MIM-RCTC 2013 Residual Fund	06051GHC6	Corporate	Bank of America Corporation	12/20/2023	10/09/2020	185,000.00	194,412.80	12/20/2022	191,724.75	372.28	3.004	0.522	A
256350021	MIM-RCTC 2013 Residual Fund	46647PAY2	Corporate	JPMorgan Chase & Co.	12/05/2024	---	495,000.00	544,824.45	12/05/2023	534,268.35	(1,885.63)	4.023	0.724	A
256350021	MIM-RCTC 2013 Residual Fund	06051GJH3	Corporate	Bank of America Corporation	10/24/2024	11/05/2020	205,000.00	205,604.75	10/24/2023	205,852.80	378.57	0.810	0.629	A
256350021	MIM-RCTC 2013 Residual Fund	6174468T9	Corporate	Morgan Stanley	11/10/2023	11/09/2020	380,000.00	380,000.00	11/10/2022	380,478.80	478.80	0.560	0.467	A
256350021	MIM-RCTC 2013 Residual Fund	38141GXL3	Corporate	The Goldman Sachs Group, Inc.	11/17/2023	---	485,000.00	486,140.00	11/17/2022	485,145.50	(695.47)	0.627	0.598	A
256350021	MIM-RCTC 2013 Residual Fund	86366BB86	Corporate	Stryker Corporation	12/01/2023	11/18/2020	160,000.00	159,860.80	12/01/2021	159,872.00	(16.45)	0.600	0.633	A
256350021	MIM-RCTC 2013 Residual Fund	637432MV4	Corporate	National Rural Utilities Cooperative Finance Corporation	11/15/2023	12/23/2020	165,000.00	178,234.65	08/15/2023	175,177.20	(509.40)	3.400	0.479	A
256350021	MIM-RCTC 2013 Residual Fund	89236THU2	Corporate	Toyota Motor Credit Corporation	01/11/2024	01/06/2021	170,000.00	169,989.80	---	169,442.40	(549.00)	0.450	0.581	A
256350021	MIM-RCTC 2013 Residual Fund	21688AAQ5	Corporate	Cooperative Rabobank U.A., New York Branch	01/12/2024	01/05/2021	285,000.00	284,803.35	---	283,817.25	(1,016.73)	0.375	0.540	AA
256350021	MIM-RCTC 2013 Residual Fund	22550L2F0	Corporate	Credit Suisse AG, New York Branch	02/02/2024	01/26/2021	250,000.00	250,000.00	---	248,970.00	(1,030.00)	0.495	0.656	AA
256350021	MIM-RCTC 2013 Residual Fund	20030NCR0	Corporate	Comcast Corporation	04/15/2024	02/04/2021	250,000.00	275,055.00	03/15/2024	271,092.50	(780.04)	3.700	0.557	A
256350021	MIM-RCTC 2013 Residual Fund	91159HHV5	Corporate	U.S. Bancorp	02/05/2024	02/04/2021	500,000.00	543,865.00	01/05/2024	535,490.00	(2,442.26)	3.375	0.529	A
256350021	MIM-RCTC 2013 Residual Fund	95000U2R3	Corporate	Wells Fargo & Company	06/02/2024	03/31/2021	395,000.00	404,254.85	06/02/2023	403,449.05	471.61	1.654	0.534	A
256350021	MIM-RCTC 2013 Residual Fund	84240HOC0	Corporate	Southern California Edison Company	04/01/2024	03/24/2021	160,000.00	160,000.00						



91 CIP STAMP Portfolio by Account for quarter ended June 30, 2021

Source Account	Account	Identifier	Security Type Category	Issuer	Final Maturity	Trade Date	Current Face Value	Original Cost	Next Call Date	Base Market Value	Base Net Total Unrealized Gain/Loss	Coupon	Yield	Summarized Credit Rating
256350021	MIM-RCTC 2013 Residual Fund	283062DK0	Muni	El Dorado Irrigation District	03/01/2022	06/16/2020	155,000.00	155,000.00	---	155,485.15	485.15	0.739	0.271	AA
256350021	MIM-RCTC 2013 Residual Fund	072024WV8	Muni	Bay Area Toll Authority	04/01/2022	09/20/2019	95,000.00	95,000.00	---	96,246.40	1,246.40	2.128	0.381	AA
256350021	MIM-RCTC 2013 Residual Fund	783186T22	Muni	Rutgers, The State University of New Jersey	05/01/2022	10/18/2019	105,000.00	105,000.00	---	106,502.55	1,502.55	2.057	0.341	AA
256350021	MIM-RCTC 2013 Residual Fund	64990FD43	Muni	Dormitory Authority of the State of New York	03/15/2025	06/16/2021	175,000.00	175,000.00	---	174,851.25	(148.75)	0.887	0.910	AA
256350021	MIM-RCTC 2013 Residual Fund	4581X0CZ9	Non-US Gov	Inter-American Development Bank	09/14/2022	09/30/2019	650,000.00	652,067.00	---	662,207.00	11,350.97	1.750	0.190	AAA
256350021	MIM-RCTC 2013 Residual Fund	912828L57	US Gov	United States Department of The Treasury	09/30/2022	---	2,150,000.00	2,158,926.57	---	2,193,258.00	39,115.66	1.750	0.140	AAA
256350021	MIM-RCTC 2013 Residual Fund	912828YK0	US Gov	United States Department of The Treasury	10/15/2022	---	1,820,000.00	1,830,721.10	---	1,848,719.60	19,974.22	1.375	0.152	AAA
256350021	MIM-RCTC 2013 Residual Fund	912828ZD5	US Gov	United States Department of The Treasury	03/15/2023	---	1,560,000.00	1,572,206.84	---	1,567,924.80	(888.25)	0.500	0.202	AAA
256350021	MIM-RCTC 2013 Residual Fund	912828T67	US Gov	United States Department of The Treasury	10/31/2021	12/09/2019	380,000.00	377,075.78	---	381,504.80	2,023.33	1.250	0.065	AAA
256350021	MIM-RCTC 2013 Residual Fund	912828ZP8	US Gov	United States Department of The Treasury	05/15/2023	11/09/2020	810,000.00	808,354.69	---	808,485.30	(285.74)	0.125	0.225	AAA
256350021	MIM-RCTC 2013 Residual Fund	91282CAP6	US Gov	United States Department of The Treasury	10/15/2023	12/31/2020	350,000.00	349,753.91	---	348,495.00	(1,302.08)	0.125	0.313	AAA
256350021	MIM-RCTC 2013 Residual Fund	912828J43	US Gov	United States Department of The Treasury	02/28/2022	---	1,350,000.00	1,364,717.78	---	1,365,079.50	1,115.61	1.750	0.078	AAA
256350021	MIM-RCTC 2013 Residual Fund	912828H86	US Gov	United States Department of The Treasury	01/31/2022	04/29/2021	2,000,000.00	2,021,953.13	---	2,016,880.00	(88.17)	1.500	0.058	AAA
256350021	MIM-RCTC 2013 Residual Fund	912828Y27	US Gov	United States Department of The Treasury	12/31/2021	---	610,000.00	616,201.37	---	614,739.70	(74.48)	1.625	0.070	AAA
256350021	MIM-RCTC 2013 Residual Fund	912828YY0	US Gov	United States Department of The Treasury	12/31/2024	06/21/2021	775,000.00	805,485.35	---	806,488.25	1,144.53	1.750	0.576	AAA
256350021	MIM-RCTC 2013 Residual Fund	196480CW5	VRDN	Colorado Housing and Finance Authority, Inc.	10/01/2051	03/19/2020	200,000.00	200,000.00	07/20/2021	200,000.00	0.00	0.070	0.070	AAA
							26,286,683.80	26,963,809.80			26,991,809.05	93,472.89		
256350023	MIM-Sr Lien Reserve Fund-1	3130AFFX0	Agency	Federal Home Loan Banks	11/16/2028	09/11/2019	185,000.00	205,766.25	---	210,115.60	8,145.86	3.250	1.313	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3134GWN4D	Agency	Federal Home Loan Mortgage Corporation	08/12/2025	08/14/2020	300,000.00	299,580.00	08/12/2021	298,740.00	(912.39)	0.600	0.704	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3134GWTL0	Agency	Federal Home Loan Mortgage Corporation	09/28/2023	09/23/2020	290,000.00	289,956.50	09/28/2021	290,069.60	102.14	0.300	0.202	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3134GXD78	Agency	Federal Home Loan Mortgage Corporation	11/24/2023	11/19/2020	145,000.00	145,000.00	08/24/2021	144,957.95	(42.05)	0.350	0.362	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38376TSZ1	Agency CMO	Government National Mortgage Association	01/16/2039	01/26/2015	39,405.96	41,169.38	---	41,000.72	792.63	3.000	0.585	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38378TAF7	Agency CMO	Government National Mortgage Association	07/20/2041	07/05/2013	65,896.83	65,906.76	---	67,944.24	2,097.57	2.500	0.702	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38380AZ34	Agency CMO	Government National Mortgage Association	04/20/2046	11/28/2016	73,880.25	75,949.48	---	77,022.38	1,721.72	3.000	1.650	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38378CRT6	Agency CMO	Government National Mortgage Association	10/20/2040	05/22/2014	0.01	0.01	---	0.01	(0.00)	2.000	1.562	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38376WA62	Agency CMO	Government National Mortgage Association	10/20/2039	---	99,398.88	101,899.35	---	105,653.06	4,297.37	4.000	0.683	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38377RVK8	Agency CMO	Government National Mortgage Association	04/20/2039	---	47,211.41	48,153.31	---	48,277.44	835.02	3.000	0.863	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137AXHP1	Agency CMO	Federal Home Loan Mortgage Corporation	09/25/2022	09/29/2017	140,000.00	142,089.06	---	143,071.60	2,750.00	2.573	0.743	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38378B7F0	Agency CMO	Government National Mortgage Association	12/16/2042	---	450,000.00	427,324.22	---	460,854.00	18,925.50	2.273	1.359	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38378VC45	Agency CMO	Government National Mortgage Association	12/16/2041	11/23/2018	71,811.59	69,219.64	---	73,871.15	3,741.66	2.250	0.388	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38378HXH4	Agency CMO	Government National Mortgage Association	09/16/2027	03/08/2019	0.01	0.01	---	0.01	0.00	1.250	1.497	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137B5A60	Agency CMO	Federal Home Loan Mortgage Corporation	10/15/2028	03/20/2019	11,201.37	11,075.36	---	11,585.35	476.24	2.500	0.094	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38375XCM4	Agency CMO	Government National Mortgage Association	11/16/2037	05/14/2019	18,161.69	18,676.03	---	18,488.60	182.64	5.000	0.257	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3136ADFF1	Agency CMO	Federal National Mortgage Association	04/25/2023	06/10/2019	35,705.03	35,191.77	---	35,903.91	469.87	1.500	0.469	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38377REV3	Agency CMO	Government National Mortgage Association	10/20/2039	07/01/2019	0.01	0.01	---	0.01	0.00	3.500	-0.766	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38377QKH9	Agency CMO	Government National Mortgage Association	08/20/2040	08/20/2019	19,027.98	19,373.38	---	19,517.38	278.99	3.000	0.262	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38378ZD77	Agency CMO	Government National Mortgage Association	12/20/2040	10/16/2019	22,035.11	21,759.67	---	22,303.72	459.42	1.500	0.435	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38378FRB8	Agency CMO	Government National Mortgage Association	07/20/2042	12/30/2019	127,177.69	125,309.76	---	130,133.30	4,680.10	2.000	1.096	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38377JZ89	Agency CMO	Government National Mortgage Association	10/20/2039	01/28/2020	0.00	0.00	---	(0.00)	(0.00)	3.500	-0.461	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38376TTT9	Agency CMO	Government National Mortgage Association	11/20/2039	01/29/2020	22,326.03	22,849.30	---	23,375.35	521.07	3.000	0.410	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137B1UG5	Agency CMO	Federal Home Loan Mortgage Corporation	01/25/2023	---	240,000.00	250,336.72	---	247,327.20	1,513.82	2.637	0.353	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38378AU90	Agency CMO	Government National Mortgage Association	10/20/2026	04/28/2020	60,501.71	62,241.13	---	61,932.57	323.90	3.000	-0.211	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137ARVU7	Agency CMO	Federal Home Loan Mortgage Corporation	08/15/2038	06/30/2020	2,740.00	2,778.11	---	2,739.89	(0.11)	3.000	0.295	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38377YTL4	Agency CMO	Government National Mortgage Association	05/20/2040	12/16/2020	14,891.65	15,084.79	---	15,076.16	(28.29)	2.000	1.008	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3136A8SX9	Agency CMO	Federal National Mortgage Association	09/25/2027	02/04/2021	40,146.37	40,930.48	---	41,078.16	168.84	1.500	0.367	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137AQOE1	Agency CMO	Federal Home Loan Mortgage Corporation	05/15/2027	---	82,963.28	84,518.85	---	84,452.47	(4.83)	1.500	0.615	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3136ADZA0	Agency CMO	Federal National Mortgage Association	04/25/2028	---	101,601.22	102,866.91	---	102,895.62	65.99	1.250	0.566	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137B9RN7	Agency CMO	Federal Home Loan Mortgage Corporation	12/15/2027	02/05/2021	37,468.43	38,317.33	---	38,583.49	358.04	2.500	-0.419	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3136ABNZ2	Agency CMO	Federal National Mortgage Association	11/25/2042	02/05/2021	47,153.65	48,096.72	---	48,446.13	389.22	2.000	0.263	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3136AEY84	Agency CMO	Federal National Mortgage Association	07/25/2028	02/05/2021	45,083.11	46,027.04	---	46,170.52	193.91	1.750	0.423	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38377LFC7	Agency CMO	Government National Mortgage Association	12/20/2039	02/12/2021	31,329.88	31,657.87	---	31,642.56	47.09	2.500	-0.039	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38378HAU0	Agency CMO	Government National Mortgage Association	08/20/2027	---	52,431.41	53,328.72	---	53,386.18	63.04	1.500	0.508	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137BLW87	Agency CMO	Federal Home Loan Mortgage Corporation	01/25/2025	02/04/2021	196,617.19	206,724.54	---	204,934.10	(750.94)	2.802	0.371	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137B6DF5	Agency CMO	Federal Home Loan Mortgage Corporation	11/15/2026	03/05/2021	75,069.26	76,699.66	---	76,494.07	(94.22)	2.000	0.360	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3136AQZK9	Agency CMO	Federal National Mortgage Association	11/25/2031	03/11/2021	69,011.97	71,225.22	---	71,100.28	(89.97)	2.000	0.776	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38379JM99	Agency CMO	Government National Mortgage Association	02/16/2041	04/08/2021	12,835.49	12,847.52	---	12,875.16	37.34	2.500	-1.053	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137AYSH5	Agency CMO	Federal Home Loan Mortgage Corporation	12/15/2042	04/08/2021	41,882.68	42,851.21	---	42,715.72	(123.18)	1.750	1.027	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3136A7D23	Agency CMO	Federal National Mortgage Association	04/25/2022	07/03/2013	83,586.30	79,406.98	---	84,430.52	1,300.34	2.482	0.327	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137ATRW4	Agency CMO	Federal Home Loan Mortgage Corporation	05/25/2022	---	281,008.08	276,998.93	---	285,107.99	5,273.89	2.373	0.219	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137AUPE3	Agency CMO	Federal Home Loan Mortgage Corporation	06/25/2022	---	148,187.26	149,779.58	---	150,375.99	2,107.04	2.396	0.463	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38379KDN5	Agency MBS	Government National Mortgage Association	09/16/2055	08/05/2015	52,703.67	51,357.25	---	54,810.76	1,863.07	2.381	1.979	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36202F2H8	Agency MBS	Government National Mortgage Association	01/20/2027	---	74,991.91	77,295.10	---	78,656.77	2,108.68	3.000	0.621	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38378XP62	Agency MBS	Government National Mortgage Association	05/16/2055	05/14/2015	130,154.81	131,761.41	---	134,129.74	2,649.79	2.500	1.728	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38378KWU9	Agency MBS	Government National Mortgage Association	11/16/2041	---	18,456.92	17,538.30	---	18,499.00	259.66	1.400	0.765	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3138EJPZ5	Agency MBS	Federal National Mortgage Association	07/01/2022	08/29/2016	148,076.78	157,279.52	---	149,698.22	88.53	2.996	1.171	AAA
256350023	MIM-Sr Lien Reserve Fund-1	31417YKF3	Agency MBS	Federal National Mortgage Association	01/01/2030	---	77,425.27	81,138.08	---	84,038.16	3,892.08	4.500	0.935	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38378KRS0	Agency MBS	Government National Mortgage Association	07/16/2043	05/08/2015	450,000.00	434,460.94	---	454,729.50	7,186.24	2.389	1.042	AAA
256350023	MIM-Sr Lien Reserve Fund-1	38378KXW4	Agency MBS	Government National Mortgage Association	02/16/2037	12/11/2014	56,638.21	56,363.87	---	56,967.28	409.98	1.705	0.864	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3138EKL4	Agency MBS	Federal National Mortgage Association	03/01/2023	---	189,557.99	186,863.52	---	193,000.37	3,757.12	2.325	0.781	AAA



91 CIP STAMP Portfolio by Account for quarter ended June 30, 2021

Source Account	Account	Identifier	Security Type Category	Issuer	Final Maturity	Trade Date	Current Face Value	Original Cost	Next Call Date	Base Market Value	Base Net Total Unrealized Gain/Loss	Coupon	Yield	Summarized Credit Rating
256350023	MIM-Sr Lien Reserve Fund-1	3137FNAD2	Agency MBS	Federal Home Loan Mortgage Corporation	11/25/2028	08/01/2019	130,892.51	133,504.86	---	139,698.95	6,944.95	2.631	1.045	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3138LFGP7	Agency MBS	Federal National Mortgage Association	10/01/2028	08/07/2019	271,856.08	281,105.56	---	292,052.27	12,085.15	2.550	1.450	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36178NB99	Agency MBS	Government National Mortgage Association	08/15/2027	10/11/2019	21,708.18	21,949.01	---	22,613.85	693.23	2.500	0.543	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36202FA30	Agency MBS	Government National Mortgage Association	09/20/2024	10/23/2019	0.01	0.01	---	0.01	0.00	4.500	0.197	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36179M436	Agency MBS	Government National Mortgage Association	03/20/2028	11/20/2019	27,780.37	28,114.60	---	28,974.09	887.53	2.500	0.673	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137FPJF3	Agency MBS	Federal Home Loan Mortgage Corporation	06/25/2029	01/08/2020	179,210.03	180,022.08	---	190,521.77	10,754.58	2.258	0.644	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137FQ3Y7	Agency MBS	Federal Home Loan Mortgage Corporation	07/25/2029	01/08/2020	179,865.97	179,929.21	---	190,278.41	10,415.73	2.190	0.922	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36179NKH7	Agency MBS	Government National Mortgage Association	07/20/2028	03/31/2020	129,691.58	135,284.52	---	136,064.62	1,022.19	3.000	1.005	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36179RFD6	Agency MBS	Government National Mortgage Association	06/20/2030	05/01/2020	16,728.79	17,554.93	---	17,604.21	(10.68)	3.000	1.218	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36179MU24	Agency MBS	Government National Mortgage Association	12/20/2027	04/28/2020	40,580.42	42,317.77	---	41,926.88	(321.49)	2.500	1.025	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36179MZV5	Agency MBS	Government National Mortgage Association	02/20/2028	04/28/2020	54,415.15	56,744.80	---	56,752.82	127.78	2.500	0.655	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36179NKP2	Agency MBS	Government National Mortgage Association	08/20/2028	---	87,407.48	91,109.44	---	91,167.75	143.16	2.500	0.755	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36179MEK2	Agency MBS	Government National Mortgage Association	06/20/2027	04/28/2020	70,213.09	73,219.09	---	72,539.95	(457.85)	2.500	0.947	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3140JAU97	Agency MBS	Federal National Mortgage Association	05/01/2023	05/20/2020	39,311.92	40,872.11	---	40,104.45	(182.96)	2.642	0.913	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36179MKL3	Agency MBS	Government National Mortgage Association	08/20/2027	05/28/2020	72,891.12	75,943.43	---	75,733.87	(85.23)	2.500	0.727	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3128MMUL5	Agency MBS	Federal Home Loan Mortgage Corporation	02/01/2031	06/22/2020	97,649.57	102,226.89	---	102,247.59	(250.84)	2.500	0.900	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3620ARZE4	Agency MBS	Government National Mortgage Association	02/15/2026	06/22/2020	65,293.22	68,313.04	---	68,598.37	297.23	3.000	0.111	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36179MU32	Agency MBS	Government National Mortgage Association	12/20/2027	06/22/2020	73,708.29	77,670.11	---	77,325.15	(292.10)	3.000	0.889	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36176XE21	Agency MBS	Government National Mortgage Association	03/15/2027	06/22/2020	127,011.00	133,083.71	---	133,473.32	522.16	3.000	0.465	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36179NAJ7	Agency MBS	Government National Mortgage Association	04/20/2028	06/30/2020	27,817.77	29,360.79	---	29,183.62	(135.95)	3.000	0.950	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36202F3H7	Agency MBS	Government National Mortgage Association	02/20/2027	06/30/2020	46,830.41	49,113.39	---	49,120.42	73.55	3.000	0.619	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137BVZ74	Agency MBS	Federal Home Loan Mortgage Corporation	08/25/2026	07/09/2020	254,628.55	272,681.31	---	271,003.71	(2,456.62)	3.045	0.511	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3132A85Y1	Agency MBS	Federal Home Loan Mortgage Corporation	09/01/2032	08/12/2020	188,945.09	199,130.41	---	197,859.52	(1,483.30)	2.500	0.895	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3132A9T64	Agency MBS	Federal Home Loan Mortgage Corporation	10/01/2032	08/14/2020	127,114.88	128,697.64	---	128,981.40	(772.84)	3.000	1.140	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137FMD66	Agency MBS	Federal Home Loan Mortgage Corporation	05/25/2026	08/18/2020	74,336.53	78,192.74	---	77,376.90	(1,500.52)	2.283	0.961	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3138X0ZY7	Agency MBS	Federal National Mortgage Association	07/01/2028	08/31/2020	34,403.43	36,150.47	---	36,045.85	2.41	2.500	0.458	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137FVHY9	Agency MBS	Federal Home Loan Mortgage Corporation	09/25/2030	09/15/2020	191,500.73	190,543.22	---	184,187.32	(6,412.19)	0.826	1.481	AAA
256350023	MIM-Sr Lien Reserve Fund-1	31418AM39	Agency MBS	Federal National Mortgage Association	12/01/2027	09/22/2020	39,737.84	41,488.79	---	41,635.32	189.64	2.500	0.319	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137FBA82	Agency MBS	Federal Home Loan Mortgage Corporation	08/25/2027	09/22/2020	120,000.00	131,714.06	---	129,038.40	(234.87)	3.038	0.419	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3128MENS6	Agency MBS	Federal Home Loan Mortgage Corporation	01/01/2029	10/01/2020	28,946.75	30,294.59	---	30,235.46	33.57	2.500	0.541	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3132AEFC5	Agency MBS	Federal Home Loan Mortgage Corporation	11/01/2030	10/14/2020	370,265.40	398,555.99	---	396,654.22	(254.34)	3.500	0.424	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36179TF83	Agency MBS	Government National Mortgage Association	09/20/2032	10/26/2020	67,355.30	71,670.24	---	72,241.92	130.16	3.500	1.052	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36179RHM4	Agency MBS	Government National Mortgage Association	07/20/2030	10/27/2020	66,157.15	70,085.24	---	70,964.13	897.43	3.500	0.726	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3140J6UF6	Agency MBS	Federal National Mortgage Association	10/01/2032	11/03/2020	82,150.25	87,695.39	---	87,569.70	(132.76)	3.000	0.841	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137BYPQ7	Agency MBS	Federal Home Loan Mortgage Corporation	04/25/2024	11/30/2020	224,709.14	239,894.56	---	236,068.19	(1,109.50)	2.905	0.877	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3132AEFK7	Agency MBS	Federal Home Loan Mortgage Corporation	04/01/2033	01/14/2021	72,866.69	79,265.30	---	78,553.94	(729.83)	3.500	0.704	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3132AEF68	Agency MBS	Federal Home Loan Mortgage Corporation	01/01/2033	---	136,630.86	148,500.69	---	147,972.59	(432.75)	3.500	0.511	AAA
256350023	MIM-Sr Lien Reserve Fund-1	31418DVU3	Agency MBS	Federal National Mortgage Association	01/01/2031	01/21/2021	161,631.49	168,904.90	---	167,241.71	(1,346.66)	2.000	0.879	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3140X4H90	Agency MBS	Federal National Mortgage Association	06/01/2032	02/02/2021	137,245.38	144,836.77	---	143,439.26	(1,613.05)	2.500	0.969	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137BLAC2	Agency MBS	Federal Home Loan Mortgage Corporation	06/25/2025	02/08/2021	37,000.00	40,815.63	---	40,291.89	(168.74)	3.284	0.860	AAA
256350023	MIM-Sr Lien Reserve Fund-1	31307NP40	Agency MBS	Federal Home Loan Mortgage Corporation	07/01/2030	02/05/2021	172,771.24	185,405.14	---	182,883.54	(2,036.15)	3.000	0.943	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3140X9VK8	Agency MBS	Federal National Mortgage Association	02/01/2035	02/10/2021	190,880.86	204,660.08	---	200,781.85	(3,803.44)	3.000	1.209	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3138ETQ4	Agency MBS	Federal National Mortgage Association	06/01/2031	02/11/2021	79,233.35	85,918.66	---	86,117.94	337.67	3.500	0.025	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36176XQB8	Agency MBS	Government National Mortgage Association	05/15/2027	02/23/2021	38,286.60	40,057.36	---	40,235.39	214.63	3.000	0.553	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3140H3R2	Agency MBS	Federal National Mortgage Association	10/01/2028	02/26/2021	78,227.71	81,772.40	---	82,129.70	425.25	2.500	0.315	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3138WEMJ5	Agency MBS	Federal National Mortgage Association	05/01/2030	---	86,162.31	90,417.80	---	90,602.25	202.44	2.500	0.648	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3131X83H7	Agency MBS	Federal Home Loan Mortgage Corporation	04/01/2028	02/26/2021	31,344.46	32,725.57	---	32,842.72	143.76	2.500	0.399	AAA
256350023	MIM-Sr Lien Reserve Fund-1	31418DQ47	Agency MBS	Federal National Mortgage Association	07/01/2035	---	192,032.69	198,789.14	---	198,229.59	(314.99)	2.000	1.101	AAA
256350023	MIM-Sr Lien Reserve Fund-1	31418DXH0	Agency MBS	Federal National Mortgage Association	02/01/2036	02/24/2021	169,145.85	175,383.11	---	174,604.18	(490.47)	2.000	1.226	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3138EQRJ3	Agency MBS	Federal National Mortgage Association	11/01/2030	02/24/2021	56,675.46	60,926.13	---	61,270.14	440.37	3.500	0.083	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3128MMT52	Agency MBS	Federal Home Loan Mortgage Corporation	10/01/2030	02/24/2021	101,269.26	106,079.55	---	106,075.50	107.59	2.500	0.857	AAA
256350023	MIM-Sr Lien Reserve Fund-1	31418DYF3	Agency MBS	Federal National Mortgage Association	04/01/2031	---	255,692.82	265,086.07	---	264,595.12	21.25	2.000	0.925	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3140HME0	Agency MBS	Federal National Mortgage Association	12/01/2032	---	88,753.41	62,643.32	---	62,122.92	(552.41)	3.000	1.148	AAA
256350023	MIM-Sr Lien Reserve Fund-1	36179NAH1	Agency MBS	Government National Mortgage Association	04/20/2028	03/26/2021	117,676.35	122,493.72	---	122,410.47	(148.57)	2.500	0.800	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137F4CY6	Agency MBS	Federal Home Loan Mortgage Corporation	09/25/2024	03/31/2021	40,000.00	42,250.00	---	42,543.60	454.82	2.920	0.791	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137AWQG3	Agency MBS	Federal Home Loan Mortgage Corporation	04/25/2022	08/19/2020	38,776.79	39,116.09	---	38,969.51	24.36	1.583	0.239	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137FYUR5	Agency MBS	Federal Home Loan Mortgage Corporation	08/25/2024	04/30/2021	274,971.35	275,047.58	---	274,971.35	(36.31)	0.210	0.220	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3132A8GL7	Agency MBS	Federal Home Loan Mortgage Corporation	05/01/2031	05/11/2021	75,649.04	80,542.58	---	79,759.81	(788.46)	3.000	1.151	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3132D9C93	Agency MBS	Federal Home Loan Mortgage Corporation	10/01/2040	05/12/2021	164,203.62	175,261.70	---	174,960.59	(165.30)	3.000	1.038	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3138ENQD4	Agency MBS	Federal National Mortgage Association	10/01/2029	05/14/2021	25,765.10	27,616.98	---	28,001.00	367.70	3.500	-0.300	AAA
256350023	MIM-Sr Lien Reserve Fund-1	31418CDH4	Agency MBS	Federal National Mortgage Association	10/01/2031	04/30/2021	205,831.25	216,315.78	---	215,676.15	(566.98)	2.500	0.941	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3136A7MN9	Agency MBS	Federal National Mortgage Association	05/25/2022	08/29/2016	158,294.46	162,820.69	---	160,410.85	(1,575.71)	2.349	-0.023	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3140X7LS6	Agency MBS	Federal National Mortgage Association	08/01/2035	05/25/2021	127,181.73	133,520.94	---	133,400.92	(226.18)	2.500	0.876	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137B3NW4	Agency MBS	Federal Home Loan Mortgage Corporation	09/25/2022	04/30/2021	17,520.79	17,756.22	---	17,744.66	44.38	2.778	0.221	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3622A2GC0	Agency MBS	Government National Mortgage Association	03/15/2028	05/26/2021	50,568.79	52,512.53	---	52,671.95	132.78	2.500	0.549	AAA
256350023	MIM-Sr Lien Reserve Fund-1	3137BJQ71	Agency MBS	Federal Home Loan Mortgage Corporation	05/25/2025	---	175,000.00	188,024.41	---	187,663.00	(222.77)	2.770	0.836	AAA
256350023	MIM-Sr Lien Reserve Fund-1	CCVUSD	Currency	UNITED STATES OF AMERICA	06/30/2021	---	0.00	(452,609.14)	---	(452,609.14)	0.00	0.000	0.000	AAA
256350023	MIM-Sr Lien Reserve Fund-1	31846V401	MM Fund	First American Funds, Inc. - Government Obligations Fund	06/30/2021	---	0.00	479,362.05	---	479,362.05	0.00	0.010	0.010	AAA
256350023	MIM-Sr Lien Reserve Fund-1	91282S5W6	TIPS	United States Department of The Treasury	01/15/2029	08/26/2019	132,167.50	142,341.12	---	152,919.12	12,576.42	0.875	-1.114	AAA
256350023	MIM-Sr Lien Reserve Fund-1	912												

91 CIP STAMP Portfolio Transaction Report by Account
Quarter ended June 30, 2021

Source Account	Account	Identifier	Description	Beginning Base Market Value	Base Purchases	Base Sales	Base Maturities and Redemptions	Base Paydowns	Net Total Realized Gain/Loss	Base Amortization/Accretion	Base Change In Net Unrealized Gain/Loss	Ending Base Market Value	Ending Accrued Income Balance
256350018	MIM-RCTC 91 TIFIA Reserve	912828YK0	UNITED STATES TREASURY	534,964.50	-	-	-	-	-	(1,537.17)	(142.83)	533,284.50	1,518.70
256350018	MIM-RCTC 91 TIFIA Reserve	3137BYQ07	FHMS K-726 A2	238,553.13	-	-	-	(698.23)	(41.18)	(1,179.52)	(566.01)	236,068.19	543.98
256350018	MIM-RCTC 91 TIFIA Reserve	3137FBA27	FHMS K-IR3 A1	140,155.60	-	-	-	-	-	(1,051.56)	687.56	139,791.60	329.12
256350018	MIM-RCTC 91 TIFIA Reserve	3137BV274	FHMS K-063 A1	323,261.81	-	-	-	(5,106.52)	(287.75)	(971.02)	(725.53)	316,170.99	753.81
256350018	MIM-RCTC 91 TIFIA Reserve	3138EJP25	FN AL2239	209,521.23	-	-	-	(39,568.33)	(388.26)	(956.72)	(197.41)	168,410.50	415.91
256350018	MIM-RCTC 91 TIFIA Reserve	3137FLP94	FHMS K-089 A2	309,628.00	-	-	-	-	-	(788.09)	7,302.84	316,142.75	816.52
256350018	MIM-RCTC 91 TIFIA Reserve	3137BLW87	FHMS K-050 A1	254,064.49	-	-	-	(13,686.02)	(657.31)	(772.78)	141.40	239,089.78	535.62
256350018	MIM-RCTC 91 TIFIA Reserve	912828XB1	UNITED STATES TREASURY	158,724.00	-	-	-	-	-	(679.54)	340.54	158,385.00	407.10
256350018	MIM-RCTC 91 TIFIA Reserve	3130AFFX0	FEDERAL HOME LOAN BANKS	224,974.00	-	-	-	-	-	(576.38)	2,754.38	227,152.00	812.50
256350018	MIM-RCTC 91 TIFIA Reserve	912828XB1	UNITED STATES TREASURY	476,172.00	-	-	-	-	-	(520.92)	(496.08)	475,155.00	1,221.30
256350018	MIM-RCTC 91 TIFIA Reserve	3137BM6P6	FHMS K-721 A2	204,118.85	-	-	-	(972.09)	(8.98)	(491.15)	(340.87)	202,305.75	509.53
256350018	MIM-RCTC 91 TIFIA Reserve	912828XB1	UNITED STATES TREASURY	116,397.60	-	-	-	-	-	(487.89)	239.29	116,149.00	298.54
256350018	MIM-RCTC 91 TIFIA Reserve	3137EADB2	FEDERAL HOME LOAN MORTGAGE CORP	508,995.00	-	(152,323.50)	-	-	1,870.47	(472.73)	(3,785.24)	354,284.00	3,879.17
256350018	MIM-RCTC 91 TIFIA Reserve	31307NP40	FH J32243	226,391.25	-	-	-	(10,774.98)	(775.28)	(437.08)	97.24	214,501.15	506.60
256350018	MIM-RCTC 91 TIFIA Reserve	3132AEFC5	FH ZT1963	466,227.40	-	-	-	(32,343.84)	(2,347.34)	(430.76)	(3,218.63)	427,886.83	1,164.98
256350018	MIM-RCTC 91 TIFIA Reserve	3137B7YX1	FHMS K-037 A1	149,780.72	-	-	-	(17,223.95)	(366.78)	(402.35)	(106.71)	131,680.93	278.83
256350018	MIM-RCTC 91 TIFIA Reserve	3137BP4K2	FHMS K-IR1 A2	214,794.00	-	-	-	-	-	(362.61)	1,210.61	215,642.00	474.83
256350018	MIM-RCTC 91 TIFIA Reserve	3137FAD41	FHMS K-074 A2	169,005.00	-	-	-	-	-	(361.99)	2,277.49	170,920.50	450.00
256350018	MIM-RCTC 91 TIFIA Reserve	3137B1BS0	FHMS K-026 A2	407,549.15	-	-	-	-	-	(342.03)	(1,866.02)	405,341.10	826.21
256350018	MIM-RCTC 91 TIFIA Reserve	3137B1UG5	FHMS K-027 A2	207,272.00	-	-	-	-	-	(327.02)	(838.98)	206,106.00	439.50
256350018	MIM-RCTC 91 TIFIA Reserve	3138L2QG5	FN AM2254	272,336.69	-	-	-	(2,357.57)	(134.68)	(321.41)	2,438.85	271,961.89	623.36
256350018	MIM-RCTC 91 TIFIA Reserve	3137B1U75	FHMS K-S01 A2	313,585.76	-	-	-	(2,919.31)	(9.96)	(304.90)	(1,100.22)	309,251.38	636.96
256350018	MIM-RCTC 91 TIFIA Reserve	3137F4CY6	FHMS K-BX1 A1	202,921.90	-	-	-	-	-	(299.28)	(540.52)	202,082.10	462.33
256350018	MIM-RCTC 91 TIFIA Reserve	3137AH6C7	FHMS K-015 A2	246,186.87	-	-	-	(154,731.68)	(226.76)	(299.00)	(800.30)	90,129.14	242.63
256350018	MIM-RCTC 91 TIFIA Reserve	3137BJ071	FHMS K-PLB A	214,602.00	-	-	-	-	-	(292.34)	162.34	214,472.00	461.67
256350018	MIM-RCTC 91 TIFIA Reserve	3137B1BS0	FHMS K-026 A2	257,942.50	-	-	-	-	-	(292.05)	(1,105.45)	256,545.00	522.92
256350018	MIM-RCTC 91 TIFIA Reserve	3137FBAJ5	FHMS K-IR3 A2	220,702.00	-	-	-	-	-	(289.15)	2,555.15	222,968.00	546.83
256350018	MIM-RCTC 91 TIFIA Reserve	38376WA62	GNR 2010-015 PD	66,549.13	-	-	-	(7,029.81)	(327.50)	(285.38)	(155.90)	58,750.54	184.24
256350018	MIM-RCTC 91 TIFIA Reserve	3137BLAC2	FHMS K-048 A2	98,225.10	-	-	-	-	-	(275.78)	57.98	98,007.30	246.30
256350018	MIM-RCTC 91 TIFIA Reserve	3137ATRW4	FHMS K-020 A2	305,688.00	-	-	-	(1,171.81)	(1.86)	(267.91)	(1,058.32)	303,188.10	590.93
256350018	MIM-RCTC 91 TIFIA Reserve	31418DXH0	FN MA4279	204,139.85	-	-	-	(5,492.48)	(197.73)	(245.82)	1,343.82	199,547.64	322.18
256350018	MIM-RCTC 91 TIFIA Reserve	3138FLGP7	FN AN2905	314,964.58	-	-	-	(1,268.58)	(38.63)	(239.35)	5,184.45	318,602.48	630.21
256350018	MIM-RCTC 91 TIFIA Reserve	31418DVU3	FN MA4226	199,728.40	-	-	-	(8,344.01)	(363.77)	(231.19)	343.95	191,133.39	307.87
256350018	MIM-RCTC 91 TIFIA Reserve	3137AECC9	FEDERAL HOME LOAN MORTGAGE CORP	271,053.00	-	(270,799.20)	-	-	136.62	(209.93)	(180.49)	-	-
256350018	MIM-RCTC 91 TIFIA Reserve	3137AXHP1	FHMS K-024 A2	154,249.50	-	-	-	-	-	(200.74)	(757.76)	153,291.00	321.63
256350018	MIM-RCTC 91 TIFIA Reserve	3137BSRZ8	FHMS K-J09 A2	78,004.70	-	-	-	(20,861.44)	(261.82)	(190.77)	(281.09)	56,409.58	130.67
256350018	MIM-RCTC 91 TIFIA Reserve	31418DQ74	FN MA4074	191,336.30	-	-	-	(16,436.48)	(581.91)	(188.86)	779.41	174,908.46	282.40
256350018	MIM-RCTC 91 TIFIA Reserve	3137AUPE3	FHMS K-021 A2	204,184.00	-	-	-	(2,416.99)	(4.62)	(185.35)	(1,075.72)	200,501.32	394.51
256350018	MIM-RCTC 91 TIFIA Reserve	3137BLAC2	FHMS K-048 A2	65,483.40	-	-	-	-	-	(172.48)	27.28	65,338.20	164.20
256350018	MIM-RCTC 91 TIFIA Reserve	3140X9VK8	FN FM6017	257,391.97	-	-	-	(16,600.27)	(1,198.68)	(167.34)	(399.67)	239,026.01	568.10
256350018	MIM-RCTC 91 TIFIA Reserve	3132D9C93	FH SC0096	-	207,915.81	-	-	(3,966.19)	(267.37)	(157.56)	(192.12)	203,332.57	477.08
256350018	MIM-RCTC 91 TIFIA Reserve	3137B4S92	FHR 4243 LH	94,131.26	-	-	-	(34,001.39)	(271.02)	(150.91)	(260.15)	59,447.78	134.85
256350018	MIM-RCTC 91 TIFIA Reserve	3140A0U97	FN BM6607	51,442.68	-	-	-	(7,395.95)	(208.33)	(144.91)	56.81	43,750.31	94.42
256350018	MIM-RCTC 91 TIFIA Reserve	31418DVF3	FN MA4309	-	274,112.81	-	-	(3,687.90)	(138.17)	(189.76)	269,958.35	434.20	-
256350018	MIM-RCTC 91 TIFIA Reserve	3136A7MN9	FNA 2012-M8 A2	102,007.54	-	-	-	(13,247.36)	(37.21)	(359.89)	88,225.96	170.45	-
256350018	MIM-RCTC 91 TIFIA Reserve	3138EXKL4	FN AL3382	39,514.46	-	-	-	(262.65)	(2.61)	(134.64)	7.14	39,121.70	74.45
256350018	MIM-RCTC 91 TIFIA Reserve	3140J83R2	FN BM4407	111,216.03	-	-	-	(8,515.03)	(385.71)	(126.49)	473.34	102,662.14	203.72
256350018	MIM-RCTC 91 TIFIA Reserve	31419AM53	FN AE0379	38,833.94	-	-	-	(11,185.84)	(180.62)	(116.77)	(195.53)	27,155.18	122.23
256350018	MIM-RCTC 91 TIFIA Reserve	38376V2E6	GNR 2010-019 UA	80,104.22	-	-	-	(6,735.39)	(208.17)	(112.74)	(305.23)	72,742.69	228.88
256350018	MIM-RCTC 91 TIFIA Reserve	3132AEF68	FH ZT1989	101,352.10	-	-	-	(6,258.12)	(559.84)	(110.11)	(259.64)	94,164.39	253.60
256350018	MIM-RCTC 91 TIFIA Reserve	38377QKH9	GNR 2011-018 PG	25,879.35	-	-	-	(4,627.15)	(73.36)	(104.07)	(16.54)	21,058.23	51.33
256350018	MIM-RCTC 91 TIFIA Reserve	36176XCE21	GN 778953	157,549.58	-	-	-	(11,105.54)	(521.19)	(103.31)	(667.30)	145,152.23	345.31
256350018	MIM-RCTC 91 TIFIA Reserve	3128MMT52	FH GI8571	134,981.21	-	-	-	(13,492.93)	(634.03)	(99.24)	474.12	121,229.13	241.12
256350018	MIM-RCTC 91 TIFIA Reserve	3138EQRJ3	FN AL7688	76,644.23	-	-	-	(4,910.75)	(364.29)	(86.43)	(76.91)	71,205.84	192.11
256350018	MIM-RCTC 91 TIFIA Reserve	31418CDH4	FN MA2803	-	256,670.95	-	-	(7,524.52)	(382.48)	(84.34)	(652.03)	248,027.58	493.14
256350018	MIM-RCTC 91 TIFIA Reserve	3137B9RN7	FHR 4328 EA	52,246.99	-	-	-	(7,306.29)	(156.20)	(77.63)	(31.25)	44,675.63	90.38
256350018	MIM-RCTC 91 TIFIA Reserve	36179NAH1	G2 MA0908	157,360.57	-	-	-	(13,048.29)	(543.62)	(76.23)	436.01	144,128.45	288.66
256350018	MIM-RCTC 91 TIFIA Reserve	3137B4HD1	FHR 4247 AK	27,498.84	-	-	-	(2,571.14)	(181.28)	(70.00)	75.53	-	-
256350018	MIM-RCTC 91 TIFIA Reserve	912828L57	UNITED STATES TREASURY	312,374.90	-	-	-	-	4,171.58	(69.08)	(4,591.36)	307,112.60	461.89
256350018	MIM-RCTC 91 TIFIA Reserve	3620ARB67	GN 737261	128,588.36	-	-	-	(15,929.96)	(402.28)	(67.82)	(782.66)	111,405.65	349.99
256350018	MIM-RCTC 91 TIFIA Reserve	38377RVK8	GNR 2010-166 GP	-	63,480.27	-	-	(3,789.19)	(82.44)	(67.66)	127.76	59,668.74	145.88
256350018	MIM-RCTC 91 TIFIA Reserve	38377LFC7	GNR 2010-116 NE	53,569.80	-	-	-	(16,282.97)	(156.04)	(67.34)	(47.62)	37,015.82	76.35
256350018	MIM-RCTC 91 TIFIA Reserve	3136AQZK9	FNR 2015-89 KE	90,408.46	-	-	-	(6,254.23)	(200.68)	(65.38)	10.15	83,898.32	135.72
256350018	MIM-RCTC 91 TIFIA Reserve	36297GCD0	GN 711168	59,647.89	-	-	-	(4,261.31)	(121.58)	(63.23)	(310.24)	54,891.53	196.39
256350018	MIM-RCTC 91 TIFIA Reserve	3137FNAD2	FHMS K-095 A1	155,356.73	-	-	-	(463.41)	(6.65)	(62.08)	396.47	155,221.06	318.87
256350018	MIM-RCTC 91 TIFIA Reserve	3138WEMJ5	FN AS4860	70,309.10	-	-	-	(4,586.01)	(224.14)	(60.38)	253.99	65,892.54	130.55
256350018	MIM-RCTC 91 TIFIA Reserve	3138ETQP4	FN AL8561	106,402.24	-	-	-	(7,501.88)	(618.30)	(55.84)	(364.93)	97,861.29	262.61
256350018	MIM-RCTC 91 TIFIA Reserve	36176XQB8	GN 779250	51,017.70	-	-	-	(4,146.81)	(190.96)	(55.39)	(199.08)	46,425.45	110.44
256350018	MIM-RCTC 91 TIFIA Reserve	3137BBSDB	FHR 4338 JIP	53,077.31	-	-	-	(6,880.12)	(346.14)	(55.18)	(212.77)	46,197.13	110.44
256350018	MIM-RCTC 91 TIFIA Reserve	36179MU32	G2 MA0602	91,867.68	-	-	-	(7,530.05)	(390.36)	(51.06)	(303.27)	83,768.92	199.63
256350018	MIM-RCTC 91 TIFIA Reserve	3137ABFHPCMO	FHMS K-AIV A2	46,207.59	-	-	-	(46,125.49)	(48.98)	(51.16)	18.04	-	-
256350018	MIM-RCTC 91 TIFIA Reserve	38377RED3	GNR 2010-158 EC	126,893.94	-	-	-	(14,799.43)	(90.50)	(49.95)	(442.00)	111,512.06	226.02
256350018	MIM-RCTC 91 TIFIA Reserve	3136AHAE0	FNA 2013-M14 APT	34,397.06	-	-	-	(1,600.07)	(1.55)	(49.34)	710.32	34,896.42	74.62
256350018	MIM-RCTC 91 TIFIA Reserve	3137FYUR5	FHMS Q-015 A	-	325,090.19	-	-	(33.87)	(0.00)	(47.27)	(42.90)	324,966.14	56.87
256350018	MIM-RCTC 91 TIFIA Reserve	3140J8M90	FN BM3956	62,894.88	-	-	-	(4,296.73)	(290.20)	(46.29)	(92.01)	58,169.65	137.54
256350018	MIM-RCTC 91 TIFIA Reserve	3131X8SH7	FH ZK5300	40,817.33	-	-	-	(3,261.35)	(143.93)	(44.93)	167.41	37,534.53	74.63
256350018	MIM-RCTC 91 TIFIA Reserve	3137ABFHPCMO	FHMS K-AIV A2										

91 CIP STAMP Portfolio Transaction Report by Account

Quarter ended June 30, 2021

Source Account	Account	Identifier	Description	Beginning Base Market Value	Base Purchases	Base Sales	Base Maturities and Redemptions	Base Paydowns	Net Total Realized Gain/Loss	Base Amortization/Accretion	Base Change In Net Unrealized Gain/Loss	Ending Base Market Value	Ending Accrued Income Balance
256350018	MM-RCTC 91 TIFIA Reserve	36179MEK2	G2 MA0138	86,434.44	-	-	-	(7,779.49)	(308.83)	(35.58)	274.40	78,584.95	158.47
256350018	MM-RCTC 91 TIFIA Reserve	3137PFI3	FHMS K-099 A1	204,492.80	-	-	-	(1,192.70)	(3.82)	(34.50)	2,707.70	205,969.48	364.56
256350018	MM-RCTC 91 TIFIA Reserve	3620C4SU5	GN 748531	63,969.87	-	-	-	(4,414.27)	(117.04)	(32.71)	(224.87)	59,180.97	185.81
256350018	MM-RCTC 91 TIFIA Reserve	3137AQQE1	FHR 4039 QB	53,112.64	-	-	-	(4,044.95)	(73.36)	(32.45)	(68.33)	48,893.54	60.04
256350018	MM-RCTC 91 TIFIA Reserve	3137AQQE1	FHR 4039 QB	53,112.64	-	-	-	(4,044.95)	(75.85)	(32.33)	(65.97)	48,893.54	60.04
256350018	MM-RCTC 91 TIFIA Reserve	3137B3NW4	FHMS K-031 A1	-	22,690.85	-	-	(1,365.04)	(17.46)	(32.01)	53.26	21,329.59	48.67
256350018	MM-RCTC 91 TIFIA Reserve	3138EJRP5	FN AL2293	15,922.96	-	-	-	(15,922.15)	(10.50)	(31.67)	41.36	-	-
256350018	MM-RCTC 91 TIFIA Reserve	31418DQ47	FN MA4074	-	61,404.71	-	-	(3,027.69)	(96.25)	(30.76)	52.81	58,302.82	94.13
256350018	MM-RCTC 91 TIFIA Reserve	31418AM39	FN MA1277	49,546.98	-	-	-	(4,462.98)	(192.49)	(27.51)	170.10	45,034.11	89.55
256350018	MM-RCTC 91 TIFIA Reserve	3837REV3	GNR 2010-158 HA	24,611.15	-	(14,314.73)	-	(9,998.65)	(128.45)	(26.47)	(142.84)	0.01	-
256350018	MM-RCTC 91 TIFIA Reserve	3138X0ZY7	FN AU1658	43,374.91	-	-	-	(3,690.74)	(176.49)	(23.73)	166.48	39,650.43	78.84
256350018	MM-RCTC 91 TIFIA Reserve	3136ADZA0	FNR 2013-27 KA	76,391.42	-	-	-	(6,812.81)	(82.54)	(23.31)	(96.17)	69,376.59	71.36
256350018	MM-RCTC 91 TIFIA Reserve	3132AEFK7	FH ZT1970	99,561.41	-	-	-	(7,121.61)	(626.92)	(22.91)	(143.71)	91,646.26	247.95
256350018	MM-RCTC 91 TIFIA Reserve	3620AFYR2	GN 728920	61,338.61	-	(57,482.74)	-	(2,427.10)	923.95	(22.16)	(2,330.57)	-	-
256350018	MM-RCTC 91 TIFIA Reserve	36179MZV5	G2 MA0756	67,318.21	-	-	-	(5,658.29)	(229.38)	(19.79)	151.62	61,562.38	122.97
256350018	MM-RCTC 91 TIFIA Reserve	3136ADZA0	FNR 2013-27 KA	56,649.82	-	-	-	(5,052.19)	(63.07)	(15.69)	(71.05)	51,447.81	52.92
256350018	MM-RCTC 91 TIFIA Reserve	3837JZ89	GNR 2010-117 GK	24,645.08	-	(21,111.11)	-	(3,154.51)	(223.41)	(15.26)	(140.79)	0.01	-
256350018	MM-RCTC 91 TIFIA Reserve	38378HAU0	GNR 2012-096 AD	44,703.27	-	-	-	(4,359.28)	(78.11)	(15.07)	(54.16)	40,196.66	49.35
256350018	MM-RCTC 91 TIFIA Reserve	3620JFA30	G2 004526	26,403.65	-	(24,580.56)	-	(1,235.24)	315.73	(14.81)	(888.78)	-	-
256350018	MM-RCTC 91 TIFIA Reserve	31417YKF3	FN MA0293	30,835.16	-	-	-	(2,241.98)	(226.52)	(14.52)	(290.12)	28,062.02	96.95
256350018	MM-RCTC 91 TIFIA Reserve	3137AYSH5	FHR 4165 TE	-	52,266.73	-	-	(2,384.60)	(55.29)	(14.16)	(143.24)	49,669.44	71.02
256350018	MM-RCTC 91 TIFIA Reserve	38379JM99	GNR 2015-045 AG	-	20,921.05	-	-	(6,763.56)	(633.69)	(11.30)	39.30	13,551.80	28.15
256350018	MM-RCTC 91 TIFIA Reserve	38378HAU0	GNR 2012-096 AD	25,844.08	-	-	-	(2,520.21)	(40.52)	(10.04)	(34.61)	23,238.69	28.53
256350018	MM-RCTC 91 TIFIA Reserve	36179NKP2	G2 MA1202	70,256.59	-	-	-	(5,805.04)	(239.98)	(9.93)	152.07	64,353.71	128.54
256350018	MM-RCTC 91 TIFIA Reserve	36179NKP2	G2 MA1202	-	34,136.58	-	-	(1,934.53)	(80.34)	(8.52)	63.67	32,176.85	64.27
256350018	MM-RCTC 91 TIFIA Reserve	38378WU17	GNR 2013-124 CP	34,169.02	-	-	-	(24,614.21)	11.66	(7.74)	(111.33)	9,447.40	19.67
256350018	MM-RCTC 91 TIFIA Reserve	38378TA77	GNR 2013-071 GA	80,597.87	-	-	-	(6,623.56)	(7.05)	(7.11)	(353.89)	73,606.26	148.73
256350018	MM-RCTC 91 TIFIA Reserve	3137FQY37	FHMS K-101 A1	204,091.07	-	-	-	(970.57)	0.00	(7.02)	2,592.91	205,706.39	354.87
256350018	MM-RCTC 91 TIFIA Reserve	38379JM99	GNR 2015-045 AG	12,127.35	-	-	-	(6,439.92)	(254.24)	(6.56)	(72.61)	5,354.03	11.12
256350018	MM-RCTC 91 TIFIA Reserve	36178NB99	GN AB2764	33,312.78	-	-	-	(3,048.20)	(30.19)	(6.40)	(76.19)	30,151.80	60.30
256350018	MM-RCTC 91 TIFIA Reserve	38378A1U0	GNR 2011-158 CA	82,771.16	-	-	-	(14,960.15)	(262.94)	(4.12)	(199.80)	67,344.15	164.47
256350018	MM-RCTC 91 TIFIA Reserve	3136AGFQ0	FNR 2013-92 A	22,414.39	-	-	-	(22,342.64)	(15.40)	(4.04)	(52.31)	-	-
256350018	MM-RCTC 91 TIFIA Reserve	3620JF2H8	G2 005276	139,294.46	-	-	-	(16,093.14)	(355.41)	(3.43)	(704.64)	122,137.84	291.12
256350018	MM-RCTC 91 TIFIA Reserve	3137B5A60	FHR 4257 EK	11,789.64	-	-	-	(1,155.93)	(9.13)	(3.40)	(43.25)	10,577.93	21.31
256350018	MM-RCTC 91 TIFIA Reserve	3136AGZA3	FNR 2013-101 A	12,721.39	-	(11,581.92)	-	(1,019.17)	78.15	(2.44)	(196.00)	0.01	-
256350018	MM-RCTC 91 TIFIA Reserve	36179MU24	G2 MA0601	50,345.33	-	-	-	(4,871.80)	(198.43)	(2.41)	148.09	45,420.79	91.59
256350018	MM-RCTC 91 TIFIA Reserve	38378PZ11	GNR 2014-010 B	37,056.56	-	-	-	(37,047.68)	(14.31)	(2.25)	7.68	-	-
256350018	MM-RCTC 91 TIFIA Reserve	3136A8SX9	FNR 2012-102 BJ	53,198.48	-	-	-	(5,423.79)	(101.96)	(2.25)	(106.28)	47,564.20	58.11
256350018	MM-RCTC 91 TIFIA Reserve	36179MAJ6	G2 MA0825	127,770.60	-	-	-	(11,649.90)	(127.09)	(0.79)	(96.47)	115,896.35	231.50
256350018	MM-RCTC 91 TIFIA Reserve	31846V401	FIRST AMER.GVT OBLG D	143,063.24	2,737,188.46	(2,131,794.87)	-	-	-	-	-	748,456.83	-
256350018	MM-RCTC 91 TIFIA Reserve	CCYUSD	Cash	(0.00)	-	-	-	-	-	-	-	0.00	-
256350018	MM-RCTC 91 TIFIA Reserve	CCYUSD	Payable	(43,410.25)	-	-	-	-	-	-	-	(685,074.72)	-
256350018	MM-RCTC 91 TIFIA Reserve	3137AS7D0	FHR 4084 TC	1,253.46	-	-	-	(1,253.90)	0.00	-	0.44	-	-
256350018	MM-RCTC 91 TIFIA Reserve	3137B3MX9	FHR 4231 TB	(0.00)	-	-	-	-	(0.00)	-	0.00	-	-
256350018	MM-RCTC 91 TIFIA Reserve	38378NWU3	GNR 2014-017 AM	(0.00)	-	-	-	-	(0.00)	-	-	(0.00)	-
256350018	MM-RCTC 91 TIFIA Reserve	31397UPF0	FNA 2011-M1 A3	57,855.39	-	-	-	(57,877.34)	(0.04)	-	21.99	-	-
256350018	MM-RCTC 91 TIFIA Reserve	3134GXDT8	FEDERAL HOME LOAN MORTGAGE CORP	159,825.60	-	-	-	-	-	-	128.00	159,953.60	57.56
256350018	MM-RCTC 91 TIFIA Reserve	3130ALJZ8	FEDERAL HOME LOAN BANKS	250,032.50	-	-	-	(250,000.00)	-	-	(32.50)	-	-
256350018	MM-RCTC 91 TIFIA Reserve	912828ZF0	UNITED STATES TREASURY	-	313,548.05	-	-	-	-	-	(110.45)	313,437.60	395.90
256350018	MM-RCTC 91 TIFIA Reserve	912828G38	UNITED STATES TREASURY	-	370,125.00	-	-	-	-	-	(136.50)	369,988.50	1,005.77
256350018	MM-RCTC 91 TIFIA Reserve	36179NAJ7	G2 MA0909	35,100.49	-	-	-	(3,241.24)	(173.17)	0.78	(137.00)	31,549.86	75.18
256350018	MM-RCTC 91 TIFIA Reserve	3134GWTL0	FEDERAL HOME LOAN MORTGAGE CORP	315,126.00	-	-	-	-	-	3.89	(54.29)	315,075.60	244.13
256350018	MM-RCTC 91 TIFIA Reserve	3132AEF68	FH ZT1989	43,436.61	-	(1,008.27)	-	(1,752.77)	(150.57)	5.32	(174.16)	40,356.16	108.68
256350018	MM-RCTC 91 TIFIA Reserve	3132A8GL7	FH ZS7403	-	103,082.18	-	-	(2,257.89)	(147.04)	8.09	(985.58)	99,699.75	236.40
256350018	MM-RCTC 91 TIFIA Reserve	31417YKF3	FN MA0293	21,728.61	-	-	-	(1,579.85)	(104.93)	9.55	(278.91)	19,774.46	68.32
256350018	MM-RCTC 91 TIFIA Reserve	38378KW47	GNR 2013-138 A	46,967.83	-	(42,577.32)	-	(4,347.46)	74.78	11.07	(128.89)	-	-
256350018	MM-RCTC 91 TIFIA Reserve	38377YTL4	GNR 2011-136 GA	71,233.56	-	-	-	(11,599.32)	127.26	13.25	(419.76)	59,354.99	97.71
256350018	MM-RCTC 91 TIFIA Reserve	3132AEF68	FH ZT1989	-	38,670.29	-	-	(1,606.71)	(131.94)	13.38	48.12	36,993.14	99.63
256350018	MM-RCTC 91 TIFIA Reserve	38376TTT9	GNR 2010-006 AB	30,061.68	-	-	-	(4,461.25)	(102.08)	13.38	(103.74)	25,408.00	60.67
256350018	MM-RCTC 91 TIFIA Reserve	36179RFD6	G2 MA2864	19,454.31	-	-	-	(1,732.66)	(89.70)	14.37	(42.11)	17,604.21	41.82
256350018	MM-RCTC 91 TIFIA Reserve	38378JZD7	GNR 2013-047 EC	26,612.27	-	-	-	(2,868.83)	26.08	15.56	(87.38)	23,697.69	29.27
256350018	MM-RCTC 91 TIFIA Reserve	31408ME0	FN BM3956	-	19,869.33	-	-	(496.50)	(32.85)	15.82	(154.17)	19,201.62	45.40
256350018	MM-RCTC 91 TIFIA Reserve	91282CAP6	UNITED STATES TREASURY	54,813.00	-	-	-	-	-	19.31	(68.81)	54,763.50	14.46
256350018	MM-RCTC 91 TIFIA Reserve	3137FWHY9	FHMR 2020-P003 A1	184,467.84	-	-	-	(2,874.42)	13.73	19.90	2,560.27	184,187.32	131.88
256350018	MM-RCTC 91 TIFIA Reserve	3134GWND4	FEDERAL HOME LOAN MORTGAGE CORP	320,778.25	-	-	-	-	-	22.68	2,834.07	323,635.00	752.92
256350018	MM-RCTC 91 TIFIA Reserve	36179RHMA	G2 MA2936	90,444.48	-	-	-	(7,536.60)	(440.89)	22.79	301.72	82,791.49	225.12
256350018	MM-RCTC 91 TIFIA Reserve	3138WEMJ5	FN AS4860	-	41,940.46	-	-	(737.04)	(38.41)	27.49	(9.66)	41,182.84	81.59
256350018	MM-RCTC 91 TIFIA Reserve	912828ZF0	UNITED STATES TREASURY	84,422.00	-	-	-	-	-	29.76	126.64	84,578.40	106.83
256350018	MM-RCTC 91 TIFIA Reserve	38378KWU9	GNR 2013-096 A	6,910.89	-	-	-	(2,693.27)	63.39	29.90	(106.60)	4,204.32	4.89
256350018	MM-RCTC 91 TIFIA Reserve	3622A2GCD	GN 783795	-	64,692.08	-	-	(2,405.11)	(94.72)	33.83	157.26	62,383.34	124.78
256350018	MM-RCTC 91 TIFIA Reserve	3138ENQD4	FN AL5851	-	69,848.13	-	-	(2,039.91)	(148.92)	42.29	900.88	68,602.47	184.11
256350018	MM-RCTC 91 TIFIA Reserve	3136ADFF1	FNR 2013-36 KC	49,683.66	-	-	-	(11,550.12)	98.08	43.71	(259.43)	38,015.90	47.26
256350018	MM-RCTC 91 TIFIA Reserve	38378KWU9	GNR 2013-096 A	11,748.52	-	-	-	(4,578.55)	99.55	47.05	(169.22)	7,147.34	8.32
256350018	MM-RCTC 91 TIFIA Reserve	3137B6DF5	FHR 4272 YG	110,661.52	-	-	-	(14,577.53)	104.64	57.01	(628.06)	95,617.59	156.39
256350018	MM-RCTC 91 TIFIA Reserve	31406FU6	FN BM1978	105,630.04	-	-	-	(8,008.70)	(532.98)	65.49	(827.17)	96,326.68	225.91
256350018	MM-RCTC 91 TIFIA Reserve	3620ARZE4	GN 737941	88,817.00	-	-	-	(11,961.56)	(532.13)	66.58	(571.52)	75,819.24	180.42
256350018	MM-RCTC 91 TIFIA Reserve	91282CAE1	UNITED STATES TREASURY	99,601.70	-	-	-	-	-	86.60	2,792.10	102,480.40	258.29
256350018	MM-RCTC 91 TIFIA Reserve	3137AWQ63	FHMS K-023 A1	134,227.26	-	-	-	(29,968.89)	146.26	94.63	(580.55)	103,918.71	136.41
256350018	MM-RCTC 91 TIFIA Reserve	3128MMUL5	FH G18586	115,943.61	-	-	-						

91 CIP STAMP Portfolio Transaction Report by Account

Quarter ended June 30, 2021

Source Account	Account	Identifier	Description	Beginning Base Market Value	Base Purchases	Base Sales	Base Maturities and Redemptions	Base Paydowns	Net Total Realized Gain/Loss	Base Amortization/Accretion	Base Change In Net Unrealized Gain/Loss	Ending Base Market Value	Ending Accrued Income Balance
256350018	MM-RCTC 91 TIFIA Reserve	91282CAP6	UNITED STATES TREASURY	672,705.00	-	-	-	-	-	181.45	(788.95)	672,097.50	177.51
256350018	MM-RCTC 91 TIFIA Reserve	8378FRB8	GNR 2013-405 IE	149,392.96	-	-	-	(11,533.14)	171.98	186.15	(855.02)	137,362.92	223.74
256350018	MM-RCTC 91 TIFIA Reserve	912828SW6	UNITED STATES TREASURY	11,865.21	-	-	-	-	-	201.06	167.25	12,233.53	42.68
256350018	MM-RCTC 91 TIFIA Reserve	91282CAM3	UNITED STATES TREASURY	682,444.00	-	-	-	-	-	216.96	2,604.04	685,265.00	439.89
256350018	MM-RCTC 91 TIFIA Reserve	3137FMD66	FHMS K-J24 A1	58,680.55	-	-	-	(8,406.63)	(474.03)	239.08	337.93	77,376.90	141.43
256350018	MM-RCTC 91 TIFIA Reserve	91282CAP6	UNITED STATES TREASURY	797,280.00	-	-	-	-	-	298.41	(1,018.41)	796,560.00	210.38
256350018	MM-RCTC 91 TIFIA Reserve	3132A9T64	FH ZS8673	158,860.77	-	-	-	(18,933.70)	(1,117.61)	435.98	(342.38)	138,903.05	328.77
256350018	MM-RCTC 91 TIFIA Reserve	912828SW6	UNITED STATES TREASURY	166,113.00	-	-	-	-	-	2,791.92	2,364.49	171,269.41	597.53
				20,944,046.75	5,406,749.02	(3,099,518.82)	-	(1,550,636.62)	(20,099.79)	(15,898.94)	5,128.32	21,028,105.46	44,447.90
256350021	MM-RCTC 2013 Residual Fund	912828H86	UNITED STATES TREASURY	-	2,021,953.13	-	-	-	-	(4,984.96)	(88.17)	2,016,880.00	12,513.81
256350021	MM-RCTC 2013 Residual Fund	91159HHV5	US BANCORP	538,170.00	-	-	-	-	-	(3,775.38)	1,095.38	535,490.00	6,843.75
256350021	MM-RCTC 2013 Residual Fund	912828YK0	UNITED STATES TREASURY	804,994.20	-	-	-	-	-	(2,384.59)	(143.41)	802,466.20	2,285.28
256350021	MM-RCTC 2013 Residual Fund	46647PAY2	JPMORGAN CHASE & CO	271,217.50	-	-	-	-	-	(2,174.11)	789.11	269,832.50	726.38
256350021	MM-RCTC 2013 Residual Fund	46647PAY2	JPMORGAN CHASE & CO	265,793.15	-	-	-	-	-	(2,038.75)	681.45	264,435.85	711.85
256350021	MM-RCTC 2013 Residual Fund	2030NCRO	COMCAST CORP	2703,012.50	-	-	-	-	-	(2,006.96)	86.96	271,092.50	1,952.78
256350021	MM-RCTC 2013 Residual Fund	637432MV4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	175,754.70	-	-	-	-	-	(1,249.10)	671.60	175,177.20	716.83
256350021	MM-RCTC 2013 Residual Fund	912828VZ7	UNITED STATES TREASURY	-	479,972.66	-	-	-	-	(1,227.04)	(54.87)	478,690.75	20.97
256350021	MM-RCTC 2013 Residual Fund	49327MK29	KEYBANK NA	-	271,962.50	-	-	-	-	(1,226.47)	2,406.47	273,142.50	687.50
256350021	MM-RCTC 2013 Residual Fund	06051GHC6	BANK OF AMERICA CORP	192,401.85	-	-	-	-	-	(1,073.01)	395.91	191,724.75	169.81
256350021	MM-RCTC 2013 Residual Fund	9500U2R3	WELLS FARGO & CO	403,492.50	-	-	-	-	-	(1,020.39)	976.94	403,449.05	526.29
256350021	MM-RCTC 2013 Residual Fund	34528QFY5	FORDF 2018-1 A1	300,858.00	-	-	-	-	(300,000.00)	(998.00)	140.00	-	-
256350021	MM-RCTC 2013 Residual Fund	3137BLW87	FHMS K-050 A1	326,654.33	-	-	-	(17,596.31)	(845.12)	(993.57)	181.81	307,401.14	688.65
256350021	MM-RCTC 2013 Residual Fund	3137BTYY9	FHMS K-037 A2	129,010.80	-	-	-	-	-	(899.91)	9.51	128,120.40	349.00
256350021	MM-RCTC 2013 Residual Fund	14315XAD0	CARMAX 2020-1 A4	290,449.60	-	-	-	-	-	(873.08)	1,010.28	290,586.80	252.62
256350021	MM-RCTC 2013 Residual Fund	98162HAC4	WOLS 2020-A A3	239,206.50	-	-	-	-	-	(867.08)	199.68	238,539.10	177.56
256350021	MM-RCTC 2013 Residual Fund	025816CD9	AMERICAN EXPRESS CO	125,733.50	-	(153,084.00)	-	-	71.01	(836.68)	116.17	-	-
256350021	MM-RCTC 2013 Residual Fund	64971QWL3	NEW YORK N Y CITY TRANSITIONAL FIN AUTH REV	163,447.50	-	-	-	-	-	(805.38)	(243.97)	162,398.15	1,750.21
256350021	MM-RCTC 2013 Residual Fund	3137BF80	FHMS K-041 A1	284,107.08	-	-	-	(16,927.01)	(590.98)	(717.44)	267.10	266,138.75	582.77
256350021	MM-RCTC 2013 Residual Fund	3137AYCE9	FHMS K-025 A2	371,152.80	-	-	-	-	-	(685.51)	(606.89)	369,860.40	804.60
256350021	MM-RCTC 2013 Residual Fund	68389XBA2	ORACLE CORP	-	300,882.00	(300,261.00)	-	-	-	(18.66)	(602.34)	-	-
256350021	MM-RCTC 2013 Residual Fund	34528QFU3	FORDF 2017-3 A	103,097.00	-	-	-	-	-	(541.26)	122.26	102,678.00	110.22
256350021	MM-RCTC 2013 Residual Fund	912828D55	UNITED STATES TREASURY	538,450.75	-	-	-	-	-	(451.47)	(281.48)	537,717.80	785.05
256350021	MM-RCTC 2013 Residual Fund	912828ZD5	UNITED STATES TREASURY	553,547.50	-	-	-	-	-	(450.65)	(302.85)	552,794.00	807.07
256350021	MM-RCTC 2013 Residual Fund	912828H43	UNITED STATES TREASURY	-	278,566.41	-	-	-	-	(434.56)	(60.10)	278,071.75	1,608.53
256350021	MM-RCTC 2013 Residual Fund	912828L57	UNITED STATES TREASURY	537,694.50	-	-	-	-	-	(388.25)	(1,743.25)	535,563.00	2,309.43
256350021	MM-RCTC 2013 Residual Fund	912828ZD5	UNITED STATES TREASURY	478,063.75	-	-	-	-	-	(373.05)	(277.70)	477,413.00	697.01
256350021	MM-RCTC 2013 Residual Fund	3136AMM48	FNA 2015-M4 AV2	281,283.60	-	-	-	(60,991.02)	(30.92)	(260.18)	(1,006.87)	218,994.60	454.54
256350021	MM-RCTC 2013 Residual Fund	31307NTZ7	FH J32368	257,058.65	-	-	-	(19,318.50)	(909.97)	(252.16)	967.22	237,545.24	472.59
256350021	MM-RCTC 2013 Residual Fund	34528QHA5	FORDF 2019-3 A1	-	200,019.73	(199,684.57)	-	-	-	(85.99)	(249.17)	-	-
256350021	MM-RCTC 2013 Residual Fund	912828L57	UNITED STATES TREASURY	430,155.60	-	-	-	-	-	(248.17)	(1,457.03)	428,450.40	1,847.54
256350021	MM-RCTC 2013 Residual Fund	34528QGX6	FORDF 2019-2 B	-	107,390.62	-	-	-	-	(246.66)	(287.96)	106,856.00	144.44
256350021	MM-RCTC 2013 Residual Fund	92347YAA2	VZOT 2019-A A1A	182,449.80	-	-	-	(58,885.36)	(792.29)	(231.89)	19.27	122,559.53	108.43
256350021	MM-RCTC 2013 Residual Fund	912828L57	UNITED STATES TREASURY	281,249.50	-	-	-	-	-	(206.15)	(910.35)	280,533.00	1,209.70
256350021	MM-RCTC 2013 Residual Fund	912828L57	UNITED STATES TREASURY	850,069.40	-	-	-	-	-	(205.66)	(3,164.14)	846,699.60	3,651.09
256350021	MM-RCTC 2013 Residual Fund	912828Q08	UNITED STATES TREASURY	1,775,106.50	-	-	(1,775,000.00)	-	-	(204.35)	97.85	-	-
256350021	MM-RCTC 2013 Residual Fund	4581X0C29	INTER-AMERICAN DEVELOPMENT BANK	664,287.00	-	-	-	-	-	(174.06)	(1,905.94)	662,207.00	3,380.90
256350021	MM-RCTC 2013 Residual Fund	3138193A8	FN AM892	-	122,784.95	-	-	(200.01)	(11.33)	(173.27)	(539.34)	121,861.00	251.27
256350021	MM-RCTC 2013 Residual Fund	3132AEFC5	FH ZT1963	180,365.34	-	-	-	(12,512.58)	(908.10)	(166.65)	(1,245.16)	165,532.86	450.68
256350021	MM-RCTC 2013 Residual Fund	912828Y27	UNITED STATES TREASURY	-	136,228.71	-	-	-	-	(160.15)	(19.61)	136,048.95	5.96
256350021	MM-RCTC 2013 Residual Fund	3137BJQ71	FHMS K-PLB A	-	107,816.41	-	-	-	-	(160.07)	(420.34)	107,236.00	230.83
256350021	MM-RCTC 2013 Residual Fund	3814IGXL3	GOLDMAN SACHS GROUP INC	250,020.00	-	-	-	-	-	(152.15)	207.15	250,075.00	191.58
256350021	MM-RCTC 2013 Residual Fund	3138EKLX4	FN AL3382	42,148.76	-	-	-	(280.16)	(2.79)	(143.62)	7.62	41,729.81	79.41
256350021	MM-RCTC 2013 Residual Fund	912828Y10	UNITED STATES TREASURY	-	805,485.35	-	-	-	-	(141.63)	1,144.53	806,488.25	36.85
256350021	MM-RCTC 2013 Residual Fund	3622A2GC0	GN 783795	192,584.90	-	-	-	(16,652.67)	(624.11)	(128.21)	118.93	175,298.83	350.62
256350021	MM-RCTC 2013 Residual Fund	3137ATRW4	FHMS K-020 A2	101,896.00	-	-	-	(390.61)	(1.04)	(120.09)	(321.56)	101,062.70	196.98
256350021	MM-RCTC 2013 Residual Fund	98162YAD5	WOART 2019-A A3	86,867.34	-	-	-	(18,889.74)	(317.70)	(113.33)	(42.03)	67,504.54	89.83
256350021	MM-RCTC 2013 Residual Fund	3137BJP56	FHMS K-046 A1	42,568.49	-	-	-	(2,507.56)	(87.06)	(86.10)	(45.41)	39,842.35	86.13
256350021	MM-RCTC 2013 Residual Fund	3137ABFHQCMO	FHMS K-AIV A2	117,515.61	-	-	-	(117,306.80)	(81.29)	(84.90)	(42.62)	-	-
256350021	MM-RCTC 2013 Residual Fund	3140X9VK8	FN FM6017	128,695.99	-	-	-	(8,300.13)	(599.35)	(83.67)	(199.84)	119,513.01	284.05
256350021	MM-RCTC 2013 Residual Fund	3137BJQ71	FHMS K-PLB A	-	160,939.45	-	-	-	-	(70.32)	(15.13)	160,854.00	346.25
256350021	MM-RCTC 2013 Residual Fund	0258MOEH8	AMERICAN EXPRESS CREDIT CORP	271,341.90	-	(271,092.42)	-	-	-	920.87	(64.14)	(1,106.22)	-
256350021	MM-RCTC 2013 Residual Fund	3133QSGZ3	FHS 370 A3	239,250.71	-	-	-	(20,560.49)	(280.85)	(60.75)	2,544.42	220,893.03	182.48
256350021	MM-RCTC 2013 Residual Fund	3137AH6C7	FHMS K-015 A2	28,135.64	-	-	-	(17,683.62)	(45.09)	(59.45)	(47.01)	10,300.47	27.73
256350021	MM-RCTC 2013 Residual Fund	98162YAD5	WOART 2019-A A3	45,322.08	-	-	-	(9,855.52)	(165.76)	(59.13)	(21.93)	35,219.76	46.87
256350021	MM-RCTC 2013 Residual Fund	912828H43	UNITED STATES TREASURY	126,895.00	-	-	-	-	-	(53.37)	(445.38)	126,396.25	731.15
256350021	MM-RCTC 2013 Residual Fund	3837REIV3	GNR 2010-158 HA	49,222.29	-	(28,629.46)	-	(19,997.28)	(256.93)	(52.93)	0.01	-	-
256350021	MM-RCTC 2013 Residual Fund	06051GHI3	BANK OF AMERICA CORP	205,498.15	-	-	-	-	-	(50.63)	405.28	205,852.80	309.04
256350021	MM-RCTC 2013 Residual Fund	31381RZ23	FN 468861	58,340.16	-	-	-	(58,359.96)	63.43	(50.40)	6.77	-	-
256350021	MM-RCTC 2013 Residual Fund	31418DYF3	FN MA4309	51,730.80	-	-	-	(1,756.06)	(54.94)	(47.28)	120.08	49,992.29	80.41
256350021	MM-RCTC 2013 Residual Fund	12596EAC8	CNH 2018-B A3	113,019.80	-	-	-	(35,773.23)	(229.89)	(44.54)	(564.80)	76,407.34	106.90
256350021	MM-RCTC 2013 Residual Fund	31394GUX9	FHR 2666 OD	15,000.62	-	-	-	(2,519.61)	(62.82)	(35.08)	(102.31)	12,280.80	54.37
256350021	MM-RCTC 2013 Residual Fund	912828Q08	UNITED STATES TREASURY	270,016.20	-	-	(270,000.00)	-	-	(31.32)	15.12	-	-
256350021	MM-RCTC 2013 Residual Fund	14041NFU0	COMET 2019-2 A	102,013.00	-	-	-	-	-	(31.12)	(259.88)	101,722.00	76.44
256350021	MM-RCTC 2013 Residual Fund	3137APP61	FHMS K-018 A2	12,718.83	-	-	-	(96.54)	(0.38)	(27.16)	(48.67)	12,546.09	28.87
256350021	MM-RCTC 2013 Residual Fund	8716SLBB6	SYNCT 2016-2 A	160,374.40	-	-	-	(160,000.00)	(1.25)	(26.74)	(346.41)	-	-
256350021	MM-RCTC 2013 Residual Fund	3140J032	FEDERAL NATIONAL MORTGAGE ASSOCIATION	47,060.85	-	-	-	(3,510.37)	(260.06)	(22.91)	(185.00)	43,082.51	115.73
256350021	MM-RCTC 2013 Residual Fund	38378PPK8	GNR 2013-190 GA	43,613.91	-	(29,848.40)	-	(13,161.83)	(104.11)	(22.69)	(476.87)	-	-
256350021	MM-RCTC 2013 Residual Fund	3620ARB67	GN 737261	42,112.69	-	-	-	(5,217.06)	(131.75)	(22.2			

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Quarter ended June 30, 2021

Source Account	Account	Identifier	Description	Beginning Base Market Value	Base Purchases	Base Sales	Base Maturities and Redemptions	Base Paydowns	Net Total Realized Gain/Loss	Base Amortization/Accr etion	Base Change In Net Unrealized Gain/Loss	Ending Base Market Value	Ending Accrued Income Balance
256350021	MIM-RCTC 2013 Residual Fund	3136A72D3	FNA 2012-M9 A2	3,356.75	-	-	-	(1,197.50)	(2.73)	(3.27)	(15.77)	2,137.48	4.38
256350021	MIM-RCTC 2013 Residual Fund	36202F2H8	G2 00527E	61,289.56	-	-	-	(7,080.99)	(156.37)	(1.51)	(310.04)	53,740.65	128.09
256350021	MIM-RCTC 2013 Residual Fund	36179MAJ6	G2 MA0825	106,475.05	-	-	-	(9,708.25)	(105.91)	(0.66)	(80.39)	96,580.29	192.92
256350021	MIM-RCTC 2013 Residual Fund	14315PAB1	CARMX 2019-3 A2A	0.02	-	-	-	0.01	(0.03)	(0.00)	0.00	-	-
256350021	MIM-RCTC 2013 Residual Fund	31846V401	FIRST AMER.GVT OBLG D	611,725.70	4,366,823.00	(3,844,291.00)	-	-	-	-	-	1,134,257.70	-
256350021	MIM-RCTC 2013 Residual Fund	CCYUSD	Payable	(160,000.00)	-	-	-	-	-	-	-	(966,244.23)	-
256350021	MIM-RCTC 2013 Residual Fund	CCYUSD	Receivable	0.01	-	-	-	-	-	-	-	-	-
256350021	MIM-RCTC 2013 Residual Fund	86787EBD8	TRUIST BANK	50,282.50	-	(50,244.20)	-	-	244.20	-	(282.50)	-	-
256350021	MIM-RCTC 2013 Residual Fund	025816CE7	AMERICAN EXPRESS CO	100,580.00	-	(100,480.80)	-	-	480.80	-	(580.00)	-	-
256350021	MIM-RCTC 2013 Residual Fund	072024WW8	BAY AREA TOLL AUTH CALIF TOLL BRDG REV	96,650.15	-	-	-	-	-	-	(403.75)	96,246.40	505.40
256350021	MIM-RCTC 2013 Residual Fund	783186T22	RUTGERS ST UNIV N J	107,051.70	-	-	-	-	-	-	(549.15)	106,502.55	359.98
256350021	MIM-RCTC 2013 Residual Fund	17308CC46	CITIGROUP INC	170,061.15	-	(196,846.65)	-	-	1,846.65	-	(2,061.15)	-	-
256350021	MIM-RCTC 2013 Residual Fund	69353RFU7	PNC BANK NA	250,467.50	-	-	-	-	-	-	-	250,467.50	125.38
256350021	MIM-RCTC 2013 Residual Fund	196480CW5	COLORADO HSG & FIN AUTH	460,000.00	-	(260,000.00)	-	-	-	-	-	200,000.00	45.81
256350021	MIM-RCTC 2013 Residual Fund	3137ADTJ6	FHMS K-014 A2	25,076.61	-	-	-	(24,680.64)	(403.00)	-	7.02	-	-
256350021	MIM-RCTC 2013 Residual Fund	14913Q2X6	CATERPILLAR FINANCIAL SERVICES CORP	120,054.00	-	-	(120,000.00)	-	-	-	(54.00)	-	-
256350021	MIM-RCTC 2013 Residual Fund	650036A55	NEW YORK ST URBAN DEV CORP REV	180,702.00	-	-	-	-	-	-	851.40	181,553.40	511.45
256350021	MIM-RCTC 2013 Residual Fund	31397UPF0	FNA 2011-M1 A3	28,927.70	-	-	-	(28,938.66)	(0.03)	-	11.00	-	-
256350021	MIM-RCTC 2013 Residual Fund	194740P97	COLLIN CNTY TEX	176,111.25	-	-	-	-	-	-	(376.25)	175,735.00	573.18
256350021	MIM-RCTC 2013 Residual Fund	31381RL16	FN 468431	50,727.97	-	-	-	(50,745.24)	(12.92)	-	30.20	-	-
256350021	MIM-RCTC 2013 Residual Fund	916544E54	UPPER SANTA CLARA VY JT PWRS AUTH CALIF REV	170,974.01	-	-	-	-	-	-	173.40	171,147.50	481.67
256350021	MIM-RCTC 2013 Residual Fund	438516CC8	HONEYWELL INTERNATIONAL INC	265,243.80	-	(265,092.75)	-	-	92.75	-	(243.80)	-	-
256350021	MIM-RCTC 2013 Residual Fund	43813KAA0	HAROT 2020-3 A1	78,931.76	-	-	-	(78,931.74)	(0.02)	-	-	-	-
256350021	MIM-RCTC 2013 Residual Fund	6174468T9	MORGAN STANLEY	380,110.20	-	-	-	-	-	-	368.60	380,478.80	301.47
256350021	MIM-RCTC 2013 Residual Fund	38141GXL3	GOLDMAN SACHS GROUP INC	235,018.80	-	-	-	-	-	-	51.70	235,070.50	180.09
256350021	MIM-RCTC 2013 Residual Fund	22550L2E0	CREDIT SUISSE AG (NEW YORK BRANCH)	247,160.00	-	-	-	-	-	-	1,810.00	248,970.00	512.19
256350021	MIM-RCTC 2013 Residual Fund	283062DK0	EL DORADO CALIF IRR DIST REV	155,666.50	-	-	-	-	-	-	(181.35)	155,485.15	381.82
256350021	MIM-RCTC 2013 Residual Fund	842400HC0	SOUTHERN CALIFORNIA EDISON CO	160,249.60	-	-	-	-	-	-	379.20	160,628.80	341.87
256350021	MIM-RCTC 2013 Residual Fund	172967MX6	CITIGROUP INC	-	165,000.00	-	-	-	-	-	392.70	165,392.70	256.29
256350021	MIM-RCTC 2013 Residual Fund	89788MAF9	TRUIST FINANCIAL CORP	-	245,000.00	-	-	-	-	-	284.20	245,284.20	69.98
256350021	MIM-RCTC 2013 Residual Fund	64990FD43	NEW YORK STATE DORMITORY AUTHORITY	-	175,000.00	-	-	-	-	-	(148.75)	174,851.25	34.49
256350021	MIM-RCTC 2013 Residual Fund	912828J43	UNITED STATES TREASURY	-	960,687.50	-	-	-	-	-	(76.00)	960,611.50	5,556.73
256350021	MIM-RCTC 2013 Residual Fund	65478DAD9	NAROT 2018-A A3	6,791.83	-	-	-	(6,781.79)	0.99	0.72	(11.75)	-	-
256350021	MIM-RCTC 2013 Residual Fund	313812GH4	FN AM1999	33,140.56	-	-	-	(33,150.17)	53.52	0.77	(44.68)	-	-
256350021	MIM-RCTC 2013 Residual Fund	65478HAD0	NAROT 2017-C A3	2,370.12	-	-	-	(2,368.54)	0.01	0.81	(2.40)	-	-
256350021	MIM-RCTC 2013 Residual Fund	89236THU2	TOYOTA MOTOR CREDIT CORP	169,615.80	-	-	-	-	-	0.85	(174.25)	169,442.40	361.25
256350021	MIM-RCTC 2013 Residual Fund	26209AAE1	DRIVE 2019-4 B	80,537.60	-	(54,464.75)	-	(25,726.05)	192.60	0.87	(540.27)	-	-
256350021	MIM-RCTC 2013 Residual Fund	440452AG5	HORMEL FOODS CORP	-	214,961.30	-	-	-	-	0.98	506.42	215,468.70	108.69
256350021	MIM-RCTC 2013 Residual Fund	14315XAC2	CARMX 2020-1 A3	61,339.80	-	-	-	-	-	1.00	(244.60)	61,096.20	50.40
256350021	MIM-RCTC 2013 Residual Fund	3134GWTL0	FEDERAL HOME LOAN MORTGAGE CORP	270,108.00	-	(270,089.10)	-	-	121.52	1.21	(141.63)	-	-
256350021	MIM-RCTC 2013 Residual Fund	3137AXHNL6	FHMS K-024 A1	5,733.97	-	-	-	(2,511.27)	7.96	3.21	(27.03)	3,206.84	4.67
256350021	MIM-RCTC 2013 Residual Fund	38378KWF7	GNR 2013-138 A	18,151.82	-	(16,455.00)	-	(1,680.16)	28.88	4.28	(49.81)	-	-
256350021	MIM-RCTC 2013 Residual Fund	3137B1UF7	FHMS K-027 A1	6,813.47	-	-	-	(1,279.15)	6.63	4.41	(31.78)	5,513.59	8.14
256350021	MIM-RCTC 2013 Residual Fund	3134GVG4H6	FEDERAL HOME LOAN MORTGAGE CORP	400,132.00	-	-	-	-	4.49	4.49	(136.49)	400,000.00	572.44
256350021	MIM-RCTC 2013 Residual Fund	172967LC3	CITIGROUP INC	253,972.50	-	(253,482.50)	-	-	3,519.82	4.65	(4,014.47)	-	-
256350021	MIM-RCTC 2013 Residual Fund	34528QJH3	FORDF 2020-1 A1	225,470.25	-	-	-	-	-	4.67	627.58	226,102.50	70.00
256350021	MIM-RCTC 2013 Residual Fund	05531FBJ1	TRUIST FINANCIAL CORP	170,492.85	-	(170,322.90)	-	-	5,386.24	6.07	(5,562.26)	-	-
256350021	MIM-RCTC 2013 Residual Fund	172967LC3	CITIGROUP INC	203,178.00	-	(202,786.00)	-	-	2,837.69	6.44	(3,236.13)	-	-
256350021	MIM-RCTC 2013 Residual Fund	3136A4WJ0	FNR 2012-20 BD	-	16,170.33	(15,633.57)	-	(551.22)	6.85	7.61	(0.00)	-	-
256350021	MIM-RCTC 2013 Residual Fund	3137AWQQ3	FHMS K-023 A1	8,389.20	-	-	-	(1,873.06)	11.69	8.01	(40.94)	6,494.92	8.53
256350021	MIM-RCTC 2013 Residual Fund	38013FAD3	GMCA 2018-4 A3	40,079.85	-	-	-	(10,563.34)	(54.25)	8.02	(189.41)	29,280.87	38.70
256350021	MIM-RCTC 2013 Residual Fund	3136G4A66	FEDERAL NATIONAL MORTGAGE ASSOCIATION	415,087.15	-	-	-	(1,723.47)	-	8.59	414,717.80	221.33	-
256350021	MIM-RCTC 2013 Residual Fund	14913R2D8	CATERPILLAR FINANCIAL SERVICES CORP	200,982.00	-	-	-	-	-	9.35	142.65	201,134.00	628.33
256350021	MIM-RCTC 2013 Residual Fund	863667BB6	STRYKER CORP	160,096.00	-	-	-	-	-	11.43	(235.43)	159,872.00	80.00
256350021	MIM-RCTC 2013 Residual Fund	3137AWQQ3	FHMS K-023 A1	12,583.81	-	-	-	(2,809.58)	17.73	12.18	(61.76)	9,742.38	12.79
256350021	MIM-RCTC 2013 Residual Fund	3134GWY42	FEDERAL HOME LOAN MORTGAGE CORP	299,730.00	-	-	-	-	-	12.41	(123.41)	299,619.00	195.00
256350021	MIM-RCTC 2013 Residual Fund	21688AAQ5	COOPERATIVE RABOBANK UA (NEW YORK BRANCH)	283,483.80	-	-	-	-	-	16.40	317.05	283,817.25	501.72
256350021	MIM-RCTC 2013 Residual Fund	3137A2PV7	FHR 3760 BA	17,824.76	-	-	-	(1,772.02)	16.63	18.58	(59.26)	16,028.69	19.89
256350021	MIM-RCTC 2013 Residual Fund	91282CAP6	UNITED STATES TREASURY	348,810.00	-	-	-	-	-	22.02	(337.02)	348,495.00	92.04
256350021	MIM-RCTC 2013 Residual Fund	31408ME06	FN BM3956	59,532.66	-	-	-	(6,799.68)	(451.05)	24.28	(251.34)	52,054.87	217.65
256350021	MIM-RCTC 2013 Residual Fund	36179RFD6	G2 MA2864	51,878.15	-	-	-	(4,620.42)	(239.21)	38.32	(112.28)	46,944.56	111.53
256350021	MIM-RCTC 2013 Residual Fund	3128MMUL5	FH G18586	61,711.91	-	-	-	(5,373.21)	(290.39)	40.18	147.84	56,236.33	111.89
256350021	MIM-RCTC 2013 Residual Fund	3132G5AV1	FH U79019	55,247.24	-	-	-	(4,576.36)	(65.40)	44.85	(449.52)	50,200.82	119.38
256350021	MIM-RCTC 2013 Residual Fund	53154LSL1	Liberty Utilities Co.	-	474,947.22	-	(475,000.00)	-	-	-	52.78	-	-
256350021	MIM-RCTC 2013 Residual Fund	3137GAUY1	FHR 3737 MA	90,663.89	-	-	-	(12,021.70)	71.89	62.69	(311.83)	78,464.93	97.16
256350021	MIM-RCTC 2013 Residual Fund	3132AEF68	FH ZT1989	-	79,544.27	-	-	(1,723.47)	(153.00)	69.91	(388.41)	77,349.31	208.31
256350021	MIM-RCTC 2013 Residual Fund	912828YK0	UNITED STATES TREASURY	183,416.40	-	-	-	-	-	109.47	(685.47)	182,840.40	520.70
256350021	MIM-RCTC 2013 Residual Fund	313812GH4	FN AM1999	86,993.95	-	-	-	(87,019.18)	250.58	114.89	(340.25)	-	-
256350021	MIM-RCTC 2013 Residual Fund	3140X7LS6	FN FM3936	-	204,242.66	-	-	(3,773.17)	(192.06)	163.23	(339.27)	200,101.38	397.44
256350021	MIM-RCTC 2013 Residual Fund	912828YK0	UNITED STATES TREASURY	808,890.30	-	-	-	-	-	163.26	(568.26)	808,485.30	129.31
256350021	MIM-RCTC 2013 Residual Fund	3140X4HP8	FN FM1155	236,137.12	-	-	-	(21,099.57)	(1,175.05)	184.87	1,111.51	215,158.89	428.89
256350021	MIM-RCTC 2013 Residual Fund	3132A85Y1	FH ZS8063	291,234.92	-	-	-	(23,685.31)	(1,279.38)	186.42	1,873.38	268,330.03	533.83
256350021	MIM-RCTC 2013 Residual Fund	912828L57	UNITED STATES TREASURY	102,418.00	-	-	-	-	-	229.10	(635.10)	102,012.00	439.89
256350021	MIM-RCTC 2013 Residual Fund	36179QZAR	G2 MA2569	272,324.61	-	-	-	(24,952.87)	(1,480.42)	234.02	(581.53)	245,543.82	581.81
256350021	MIM-RCTC 2013 Residual Fund	912828T67	UNITED STATES TREASURY	483,336.00	-	(100,460.94)	-	-	613.05	474.17	(2,457.48)	381,504.80	800.27
256350021	MIM-RCTC 2013 Residual Fund	912828YK0	UNITED STATES TREASURY	866,133.00	-	-	-	-	-	582.56	(3,302.56)	863,413.00	2,458.85
				26,961,452.37	11,979,780.18	(6,913,687.13)	(2,640,000.00)	(1,228,871.34)	(292,094.12)	(36,029.06)	(32,497.62)	26,991,809.05	74,853.75
256350023	MIM-Sr Lien Reserve Fund-1	3138EJPZ5	FN AL2239	186,241.09	-	-	-	(35,171.86)	(535.38)	(1,263.57)	427.95	149,698.22	369.70
256350023	MIM-Sr Lien Reserve Fund-1	3137BYPQ7	FHMS K-726 A2	238,553.13	-	-	-	(698.23)	(41.18)	(1,179.52)	(566.01)	236,068.19	543.98
256350023	MIM-Sr Lien Reserve Fund-1	3137FBA02	FHMS K-IR3 A1	129,374.40	-	-	-	-	-	-	634.67	129,038.40	303.80
256350023	MIM-Sr Lien Reserve Fund-1	3137BVZ74	FHMS K-063 A1	2									

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Quarter ended June 30, 2021

Source Account	Account	Identifier	Description	Beginning Base Market Value	Base Purchases	Base Sales	Base Maturities and Redemptions	Base Paydowns	Net Total Realized Gain/Loss	Base Amortization/Accretion	Base Change In Net Unrealized Gain/Loss	Ending Base Market Value	Ending Accrued Income Balance
256350023	MIM-Sr Lien Reserve Fund-1	912828XB1	UNITED STATES TREASURY	1,031,706.00	-	-	-	-	-	(649.51)	(1,553.99)	1,029,502.50	2,646.14
256350023	MIM-Sr Lien Reserve Fund-1	3137B1UG5	FHMS K-027 A2	145,090.40	-	-	-	-	-	(592.43)	(223.77)	144,274.20	307.65
256350023	MIM-Sr Lien Reserve Fund-1	3137B1U75	FHMS K-S01 A2	317,766.91	-	-	-	(2,958.24)	(22.15)	(560.44)	(851.34)	313,374.73	645.45
256350023	MIM-Sr Lien Reserve Fund-1	912828XB1	UNITED STATES TREASURY	132,270.00	-	-	-	-	-	(554.42)	271.92	131,987.50	339.25
256350023	MIM-Sr Lien Reserve Fund-1	3130AFFX0	FEDERAL HOME LOAN BANKS	208,100.95	-	-	-	-	-	(533.15)	2,547.80	210,115.60	751.56
256350023	MIM-Sr Lien Reserve Fund-1	3137B1UG5	FHMS K-027 A2	103,636.00	-	-	-	-	-	(503.94)	(79.06)	103,053.00	219.75
256350023	MIM-Sr Lien Reserve Fund-1	38380AZ34	GNR 2016-147 DA	88,640.94	-	-	-	(9,744.87)	(242.21)	(416.66)	(1,214.82)	77,022.38	184.70
256350023	MIM-Sr Lien Reserve Fund-1	3132AEFC5	FH ZT1963	432,196.21	-	-	-	(29,982.98)	(2,176.00)	(399.32)	(2,983.70)	396,654.22	1,079.94
256350023	MIM-Sr Lien Reserve Fund-1	3138EKXL4	FN AL3382	171,229.33	-	-	-	(1,138.16)	(1.84)	(385.83)	(176.16)	169,527.35	322.60
256350023	MIM-Sr Lien Reserve Fund-1	31307NP40	FH J32243	193,021.02	-	-	-	(9,186.75)	(660.99)	(372.65)	82.91	182,883.54	431.93
256350023	MIM-Sr Lien Reserve Fund-1	912828G38	UNITED STATES TREASURY	843,383.70	-	(37,197.07)	-	-	1,962.55	(365.89)	(4,379.69)	803,403.60	2,183.97
256350023	MIM-Sr Lien Reserve Fund-1	3136A7MN9	FNA 2012-M8 A2	185,468.26	-	-	-	(24,086.09)	(95.76)	(317.30)	(558.26)	160,410.85	309.91
256350023	MIM-Sr Lien Reserve Fund-1	3137B1BS0	FHMS K-026 A2	371,437.20	-	-	-	-	-	(311.72)	(1,700.68)	369,424.80	753.00
256350023	MIM-Sr Lien Reserve Fund-1	3137B1A53	FHMS K-IR3 A2	220,702.00	-	-	-	-	-	(289.15)	2,555.15	222,968.00	546.83
256350023	MIM-Sr Lien Reserve Fund-1	3137BLAC2	FHMS K-048 A2	40,381.43	-	-	-	-	-	(228.35)	138.81	40,291.89	101.26
256350023	MIM-Sr Lien Reserve Fund-1	3138FLCPT	FN AN2905	288,717.53	-	-	-	(1,162.86)	(35.41)	(219.40)	4,752.41	292,052.27	577.69
256350023	MIM-Sr Lien Reserve Fund-1	31418DX10	FN MA4279	178,622.37	-	-	-	(4,805.91)	(173.03)	(215.09)	1,175.84	174,604.18	281.91
256350023	MIM-Sr Lien Reserve Fund-1	31418DVU3	FN MA4226	174,762.35	-	-	-	(7,301.00)	(318.31)	(202.29)	300.96	167,241.71	269.39
256350023	MIM-Sr Lien Reserve Fund-1	38376WA62	GNR 2010-015 PD	19,964.74	-	-	-	(2,108.94)	(113.45)	(201.53)	84.34	17,625.16	55.27
256350023	MIM-Sr Lien Reserve Fund-1	38376WA62	GNR 2010-015 PD	80,191.71	-	-	-	(8,470.92)	(131.24)	(173.65)	(621.49)	70,794.40	222.01
256350023	MIM-Sr Lien Reserve Fund-1	31418D074	FN MA4074	170,076.71	-	-	-	(14,610.21)	(517.25)	(167.88)	692.81	155,474.19	251.02
256350023	MIM-Sr Lien Reserve Fund-1	38378KSL4	GNR 2013-074 AL	204,420.00	-	-	-	-	-	(163.07)	721.07	204,978.00	466.59
256350023	MIM-Sr Lien Reserve Fund-1	3137F4CY6	FHMS K-BX1 A1	42,720.40	-	-	-	-	-	(161.22)	(15.58)	42,543.60	97.33
256350023	MIM-Sr Lien Reserve Fund-1	3140X9VK8	FN FM6017	216,209.26	-	-	-	(13,944.21)	(1,006.91)	(140.56)	(335.73)	200,781.85	477.20
256350023	MIM-Sr Lien Reserve Fund-1	3132D9C93	FH SC0096	-	178,904.30	-	-	(3,412.77)	(230.06)	(135.57)	(165.30)	174,960.59	410.51
256350023	MIM-Sr Lien Reserve Fund-1	3140AU97	FN BM6007	47,155.79	-	-	-	(6,779.62)	(190.97)	(132.83)	52.08	40,104.45	86.55
256350023	MIM-Sr Lien Reserve Fund-1	3137AXHP1	FHMS K-024 A2	143,966.20	-	-	-	-	-	(122.79)	(771.81)	143,071.60	300.18
256350023	MIM-Sr Lien Reserve Fund-1	31418DYF1	FN MA4309	-	233,503.50	-	-	(3,141.54)	(117.17)	(115.08)	(61.65)	230,362.12	360.77
256350023	MIM-Sr Lien Reserve Fund-1	3137B6DF5	FHR 4272 YG	88,529.22	-	-	-	(1,662.02)	(246.29)	(106.56)	(20.29)	76,494.07	125.12
256350023	MIM-Sr Lien Reserve Fund-1	3137AUPE3	FHMS K-021 A2	147,012.48	-	-	-	(1,740.23)	(2.04)	(106.29)	(802.98)	144,360.95	284.05
256350023	MIM-Sr Lien Reserve Fund-1	3140H3R2	FN BM4407	88,972.82	-	-	-	(6,812.03)	(308.57)	(101.19)	378.67	82,129.70	162.97
256350023	MIM-Sr Lien Reserve Fund-1	38375XCM4	GNR 2008-047 PC	25,393.68	-	-	-	(6,649.19)	(82.53)	(98.84)	(74.53)	18,488.60	75.67
256350023	MIM-Sr Lien Reserve Fund-1	38377QKH9	GNR 2011-018 PG	23,985.75	-	-	-	(4,288.58)	(67.99)	(96.46)	(15.34)	19,517.38	47.57
256350023	MIM-Sr Lien Reserve Fund-1	36176XE21	GN 778953	144,873.18	-	-	-	(10,212.00)	(479.25)	(95.00)	(613.61)	133,473.32	317.53
256350023	MIM-Sr Lien Reserve Fund-1	3132AEF68	FH ZT1989	86,873.23	-	-	-	(5,364.10)	(479.87)	(94.38)	(222.55)	80,712.33	217.37
256350023	MIM-Sr Lien Reserve Fund-1	38376T5Z1	GNR 2010-004 PD	44,623.78	-	-	-	(3,366.62)	(74.78)	(89.00)	(92.66)	41,000.72	98.51
256350023	MIM-Sr Lien Reserve Fund-1	38376WA62	GNR 2010-015 PD	19,521.08	-	-	-	(2,062.08)	(60.41)	(88.21)	(76.89)	17,233.49	54.04
256350023	MIM-Sr Lien Reserve Fund-1	3128MMT52	FH GI8571	118,108.56	-	-	-	(11,806.31)	(554.78)	(86.83)	414.86	106,075.50	210.98
256350023	MIM-Sr Lien Reserve Fund-1	3137BJQ71	FHMS K-PLB A	-	53,908.20	-	-	-	-	(80.04)	(210.16)	53,618.00	115.42
256350023	MIM-Sr Lien Reserve Fund-1	3138EQJ33	FN AL7688	65,949.68	-	-	-	(4,225.82)	(313.47)	(74.37)	(66.18)	61,270.14	165.30
256350023	MIM-Sr Lien Reserve Fund-1	31418CDH4	FN MA2803	-	223,192.13	-	-	(6,543.07)	(65.43)	(332.58)	(566.98)	215,676.15	428.82
256350023	MIM-Sr Lien Reserve Fund-1	3137ABFHPCMO	FHMS K-AIV A2	57,046.41	-	-	-	(56,945.04)	(64.61)	(67.48)	-	30.72	-
256350023	MIM-Sr Lien Reserve Fund-1	3137B9RN7	FHR 4328 EA	45,122.39	-	-	-	(6,309.97)	(134.91)	(67.04)	(26.98)	38,583.49	78.06
256350023	MIM-Sr Lien Reserve Fund-1	36179NAH1	G2 MA0908	133,648.71	-	-	-	(11,082.12)	(461.69)	(64.74)	370.31	122,410.47	245.16
256350023	MIM-Sr Lien Reserve Fund-1	3137ARUV7	FHR 4073 AJ	68,483.01	-	-	-	(65,489.19)	(242.49)	(63.16)	51.72	2,739.89	6.85
256350023	MIM-Sr Lien Reserve Fund-1	3138WEMJ5	FN AS4860	70,509.10	-	-	-	(4,586.01)	(224.15)	(60.38)	253.99	65,892.54	130.55
256350023	MIM-Sr Lien Reserve Fund-1	3137AWQ63	FHMS K-023 A1	50,335.22	-	-	-	(11,238.33)	(59.19)	(58.91)	(9.27)	38,969.51	51.15
256350023	MIM-Sr Lien Reserve Fund-1	3137BJQ71	FHMS K-PLB A	-	134,116.21	-	-	-	-	(58.60)	(12.61)	134,045.00	288.54
256350023	MIM-Sr Lien Reserve Fund-1	38377LFC7	GNR 2010-016 NE	45,793.54	-	-	-	(13,919.31)	(133.39)	(57.57)	(40.71)	31,642.56	65.27
256350023	MIM-Sr Lien Reserve Fund-1	3137FNA2D	FHMS K-095 A1	139,821.06	-	-	-	(417.06)	(6.00)	(55.87)	356.82	139,698.95	286.98
256350023	MIM-Sr Lien Reserve Fund-1	3136AQK29	FNR 2015-89 KE	76,617.34	-	-	-	(5,300.21)	(170.06)	(55.40)	8.60	71,100.28	115.02
256350023	MIM-Sr Lien Reserve Fund-1	36179MU32	G2 MA0602	84,800.93	-	-	-	(6,784.66)	(360.33)	(50.85)	(279.94)	77,325.15	184.27
256350023	MIM-Sr Lien Reserve Fund-1	3138ETOP4	FN AL8563	93,633.98	-	-	-	(6,601.65)	(544.11)	(49.14)	(321.14)	86,117.94	231.18
256350023	MIM-Sr Lien Reserve Fund-1	36176XQB8	GN 779250	44,215.33	-	-	-	(5,593.89)	(165.51)	(48.01)	(172.54)	40,235.39	95.72
256350023	MIM-Sr Lien Reserve Fund-1	3137BBSD8	FHR 4338 HP	45,356.98	-	-	-	(8,879.38)	(296.19)	(47.15)	(181.82)	-	-
256350023	MIM-Sr Lien Reserve Fund-1	38377RVK8	GNR 2010-166 GP	16,192.43	-	-	-	(1,474.47)	(20.67)	(42.70)	(8.63)	14,645.97	35.81
256350023	MIM-Sr Lien Reserve Fund-1	38377RVK8	GNR 2010-166 GP	26,987.38	-	-	-	(2,457.45)	(18.30)	(41.73)	(59.96)	24,409.94	59.68
256350023	MIM-Sr Lien Reserve Fund-1	3137F4D41	FHMS K-074 A2	33,801.00	-	-	-	-	-	(40.14)	423.24	34,184.10	90.00
256350023	MIM-Sr Lien Reserve Fund-1	3137FYUR5	FHMS Q-015 A	-	275,076.32	-	-	(28.66)	(0.00)	(40.00)	(36.31)	274,971.35	48.12
256350023	MIM-Sr Lien Reserve Fund-1	3131X8H17	FH ZK5300	35,715.17	-	-	-	(2,853.68)	(125.94)	(39.31)	146.48	32,842.72	65.30
256350023	MIM-Sr Lien Reserve Fund-1	3140JME00	FN BM3956	51,903.54	-	-	-	(3,545.85)	(239.48)	(38.20)	(75.93)	48,004.08	113.50
256350023	MIM-Sr Lien Reserve Fund-1	3136AHAE0	FNA 2013-M14 APT	28,758.20	-	-	-	(133.83)	(1.33)	(37.49)	590.15	29,175.70	62.39
256350023	MIM-Sr Lien Reserve Fund-1	3136ABNZ2	FNR 2012-148 MC	54,443.71	-	-	-	(5,768.55)	(113.22)	(34.12)	(81.69)	48,446.13	78.59
256350023	MIM-Sr Lien Reserve Fund-1	3620ARB67	GN 737261	64,294.18	-	-	-	(7,964.98)	(201.14)	(33.91)	(391.33)	55,702.82	175.00
256350023	MIM-Sr Lien Reserve Fund-1	31418DYF3	FN MA4309	36,211.35	-	-	-	(1,239.25)	(38.45)	(23.10)	84.05	34,984.60	56.28
256350023	MIM-Sr Lien Reserve Fund-1	36179MEK2	G2 MA0138	79,785.64	-	-	-	(7,181.08)	(285.06)	(32.84)	25.29	72,539.95	146.28
256350023	MIM-Sr Lien Reserve Fund-1	3137FPF3	FHMS K-099 A1	189,155.84	-	-	-	(1,103.25)	(3.53)	(31.91)	2,504.62	190,521.77	337.21
256350023	MIM-Sr Lien Reserve Fund-1	3136AEY84	FNR 2013-70 DG	50,573.66	-	-	-	(4,225.77)	(85.89)	(31.17)	(60.31)	46,170.52	65.75
256350023	MIM-Sr Lien Reserve Fund-1	3128MENS6	FH GI5601	32,732.36	-	-	-	(2,489.49)	(109.45)	(29.58)	131.63	30,235.46	60.31
256350023	MIM-Sr Lien Reserve Fund-1	3137AQE01	FHR 4039 QB	45,870.00	-	-	-	(3,493.36)	(63.37)	(28.03)	(59.01)	42,226.24	51.85
256350023	MIM-Sr Lien Reserve Fund-1	3137AQE01	FHR 4039 QB	45,870.00	-	-	-	(3,493.36)	(65.51)	(27.92)	(56.98)	42,226.24	51.85
256350023	MIM-Sr Lien Reserve Fund-1	3137B3NW4	FHMS K-031 A1	-	18,909.04	-	-	(1,137.53)	(14.55)	(26.68)	44.38	17,774.66	40.56
256350023	MIM-Sr Lien Reserve Fund-1	31418AM39	FN MA1277	45,807.59	-	-	-	(4,126.14)	(177.97)	(25.43)	157.26	41,635.32	82.79
256350023	MIM-Sr Lien Reserve Fund-1	38377REV3	GNR 2010-158 HA	22,970.40	-	-	-	(9,332.06)	(119.89)	(24.70)	(133.32)	0.01	-
256350023	MIM-Sr Lien Reserve Fund-1	3137B4HD1	FHR 4247 AK	23,424.94	-	-	-	(2,190.23)	651.60	(24.31)	(777.02)	-	-
256350023	MIM-Sr Lien Reserve Fund-1	31418DQ47	FN MA4074	-	45,030.12	-	-	(2,220.30)	(70.58)	(22.56)	38.73	42,755.40	69.03
256350023	MIM-Sr Lien Reserve Fund-1	3138X0ZY7	FN AU1658	39,431.74	-	-	-	(3,355.22)	(160.44)	(21.58)	151.35	36,045.85	71.67
256350023	MIM-Sr Lien Reserve Fund-1	36179MKL3	G2 MA0299	83,178.19	-	-	-	(7,791.57)	(311.77)	(20.63)	679.65	75,723.87	151.86
256350023	MIM-Sr Lien Reserve Fund-1	36202FHT7	G2 005300	55,									

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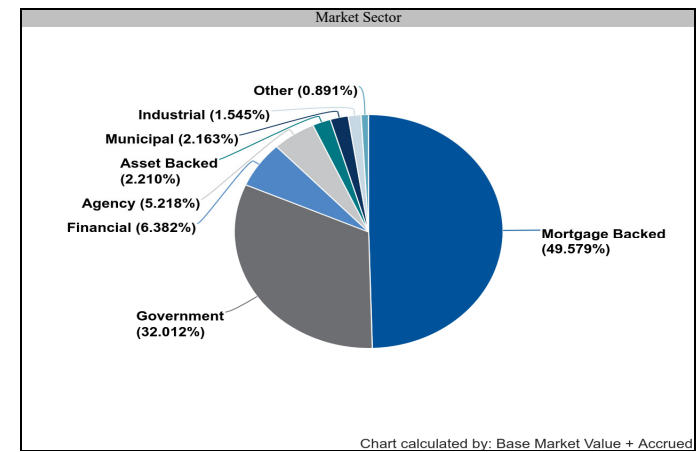
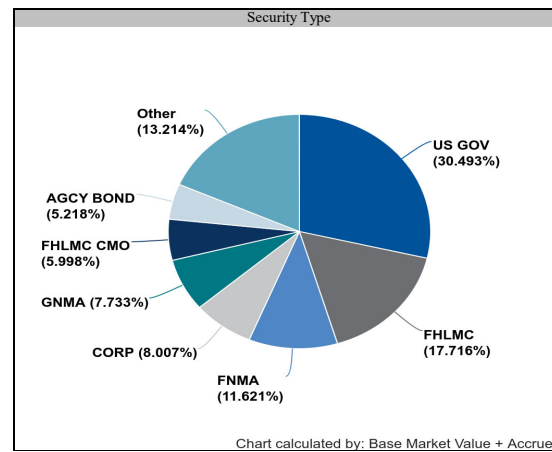
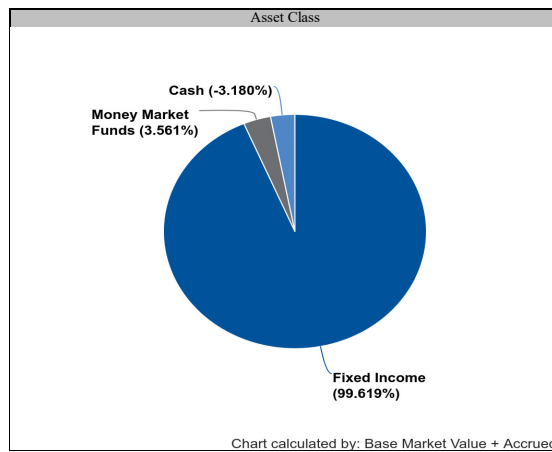
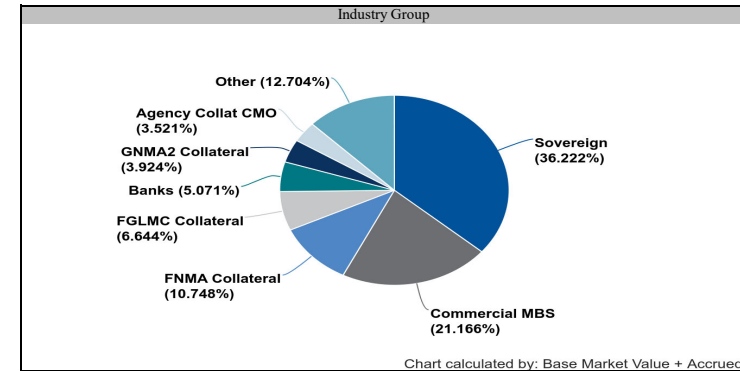
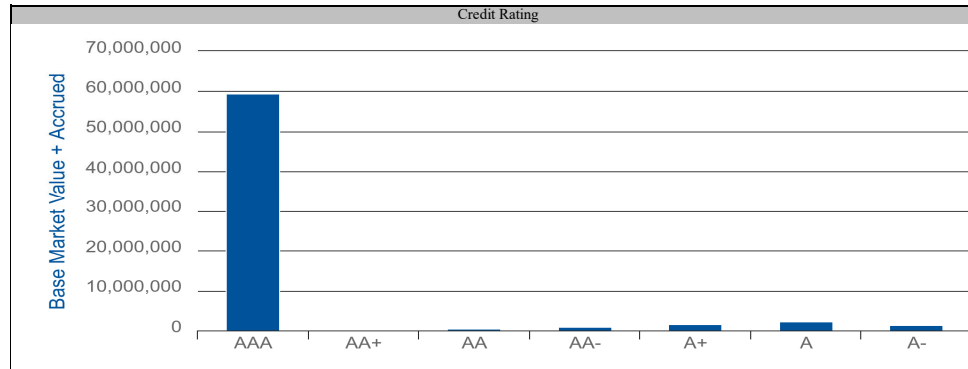
Quarter ended June 30, 2021

Source Account	Account	Identifier	Description	Beginning Base Market Value	Base Purchases	Base Sales	Base Maturities and Redemptions	Base Paydowns	Net Total Realized Gain/Loss	Base Amortization/Accretion	Base Change In Net Unrealized Gain/Loss	Ending Base Market Value	Ending Accrued Income Balance
256350023	MIM-Sr Lien Reserve Fund-1	3137AYSH5	FHR 4165 TE	-	44,949.39	-	-	(2,050.75)	(47.56)	(12.17)	(123.18)	42,715.72	61.08
256350023	MIM-Sr Lien Reserve Fund-1	38378XP62	GNR 2014-166 PL	141,192.18	-	-	-	(7,048.86)	(72.15)	(10.81)	134,129.74	271.16	
256350023	MIM-Sr Lien Reserve Fund-1	36179NKP2	G2 MA1202	70,256.59	-	-	-	(5,805.03)	(239.99)	(9.93)	152.07	64,353.71	128.54
256350023	MIM-Sr Lien Reserve Fund-1	38379JM99	GNR 2015-045 AG	-	17,768.56	-	-	(6,277.63)	(4.96)	(9.93)	11,509.75	23.90	
256350023	MIM-Sr Lien Reserve Fund-1	38378HAU0	GNR 2012-096 AD	21,653.15	-	-	-	(2,111.53)	(33.95)	(8.41)	(29.00)	19,470.26	23.90
256350023	MIM-Sr Lien Reserve Fund-1	36179NKP2	G2 MA1202	-	28,447.15	-	-	(1,612.11)	(66.95)	(7.10)	53.05	26,814.04	53.56
256350023	MIM-Sr Lien Reserve Fund-1	3137FQ3Y7	FHMS K-101 A1	188,784.24	-	-	-	(897.78)	0.01	(6.49)	2,398.44	190,278.41	328.26
256350023	MIM-Sr Lien Reserve Fund-1	3137F4D41	FHMS K-074 A2	5,633.50	-	-	-	-	0.49	(5.71)	69.56	5,697.35	15.00
256350023	MIM-Sr Lien Reserve Fund-1	38378KW47	GNR 2013-138 A	12,479.37	-	(11,312.81)	-	(1,155.13)	(0.49)	(5.28)	(6.64)	-	-
256350023	MIM-Sr Lien Reserve Fund-1	38377JZ89	GNR 2010-117 GK	8,215.02	-	(7,037.04)	-	(1,051.50)	(74.47)	(5.08)	(46.93)	(0.00)	-
256350023	MIM-Sr Lien Reserve Fund-1	36178NB99	GN AB2764	24,984.58	-	-	-	(2,286.16)	(22.63)	(4.80)	(57.14)	22,613.85	45.23
256350023	MIM-Sr Lien Reserve Fund-1	38377JZ89	GNR 2010-117 GK	13,144.04	-	(11,259.27)	-	(1,682.40)	(8.85)	(3.82)	(89.70)	-	-
256350023	MIM-Sr Lien Reserve Fund-1	38378A1U0	GNR 2011-158 CA	76,119.91	-	-	-	(13,758.00)	(241.80)	(3.79)	(183.75)	61,932.57	151.25
256350023	MIM-Sr Lien Reserve Fund-1	36179MU24	G2 MA0601	46,472.61	-	-	-	(4,497.04)	(183.17)	(2.22)	136.70	41,926.88	84.54
256350023	MIM-Sr Lien Reserve Fund-1	3136A8SX9	FNR 2012-102 BJ	45,944.14	-	-	-	(4,684.18)	(88.06)	(1.95)	(91.79)	41,078.16	50.18
256350023	MIM-Sr Lien Reserve Fund-1	38377YTL4	GNR 2011-136 GA	18,093.32	-	-	-	(2,946.22)	(42.16)	(1.91)	(26.87)	15,076.16	24.82
256350023	MIM-Sr Lien Reserve Fund-1	38378TA7F	GNR 2013-071 GA	74,398.03	-	-	-	(6,114.04)	4.56	(1.66)	(342.65)	67,944.24	137.29
256350023	MIM-Sr Lien Reserve Fund-1	38379JM99	GNR 2015-045 AG	-	12,201.39	(10,085.09)	-	(744.72)	(9.00)	(1.14)	3.96	1,365.40	2.84
256350023	MIM-Sr Lien Reserve Fund-1	38379JM99	GNR 2015-045 AG	11,261.11	-	(7,668.67)	-	(3,498.65)	(10.52)	(0.84)	(82.43)	-	-
256350023	MIM-Sr Lien Reserve Fund-1	36202F2H8	G2 005276	17,272.51	-	-	-	(1,995.55)	(0.79)	(0.23)	(130.85)	15,145.09	36.10
256350023	MIM-Sr Lien Reserve Fund-1	36179MAJ6	G2 MA0825	31,942.65	-	-	-	(2,912.48)	(31.77)	(0.20)	(24.12)	28,974.09	57.88
256350023	MIM-Sr Lien Reserve Fund-1	3137ATRW4	FHMS K-020 A2	27,370.00	-	-	-	(488.25)	0.77	(0.12)	(554.02)	26,885.38	246.22
256350023	MIM-Sr Lien Reserve Fund-1	31846V401	FIRST AMER.GVT OBLG D	294,161.84	2,101,097.24	(1,915,897.03)	-	-	-	-	-	479,362.05	-
256350023	MIM-Sr Lien Reserve Fund-1	CCYUSD	Payable	(258,514.62)	-	-	-	-	-	-	-	(452,609.14)	-
256350023	MIM-Sr Lien Reserve Fund-1	3136AC714	FNA 2013-M6 2A	8,121.60	-	-	-	(102.21)	(0.00)	-	(19.87)	7,999.52	16.88
256350023	MIM-Sr Lien Reserve Fund-1	3134GXDTH	FEDERAL HOME LOAN MORTGAGE CORP	144,841.95	-	-	-	-	-	-	116.00	144,957.95	52.16
256350023	MIM-Sr Lien Reserve Fund-1	3130ALJ28	FEDERAL HOME LOAN BANKS	200,026.00	-	-	-	(200,000.00)	-	-	(26.00)	-	-
256350023	MIM-Sr Lien Reserve Fund-1	3138EJRP5	FN AL2293	36,395.34	-	-	-	(36,393.52)	(0.00)	-	(1.82)	-	-
256350023	MIM-Sr Lien Reserve Fund-1	91282J43	UNITED STATES TREASURY	-	450,006.25	-	-	-	-	-	(35.60)	449,970.65	2,602.89
256350023	MIM-Sr Lien Reserve Fund-1	36179NAJ7	G2 MA0909	32,467.96	-	-	-	(2,998.15)	(160.18)	0.72	(126.72)	29,183.62	69.54
256350023	MIM-Sr Lien Reserve Fund-1	38378KW47	GNR 2013-105 A	58,529.32	-	-	-	(1,561.12)	2.21	1.43	(4.56)	56,967.28	80.47
256350023	MIM-Sr Lien Reserve Fund-1	38378KWU9	GNR 2013-096 A	2,764.36	-	-	-	(1,077.31)	4.11	1.78	(11.21)	1,681.73	1.96
256350023	MIM-Sr Lien Reserve Fund-1	3137B5A60	FHR 4257 EK	12,912.47	-	-	-	(1,266.01)	10.54	2.14	(73.79)	11,585.35	23.34
256350023	MIM-Sr Lien Reserve Fund-1	3138EKLX4	FN AL3382	13,171.49	-	-	-	(87.55)	0.74	2.80	(46.91)	13,040.57	24.82
256350023	MIM-Sr Lien Reserve Fund-1	38378HX14	GNR 2012-119 KB	8,968.04	-	(8,101.96)	-	(962.82)	394.05	3.42	(309.72)	8,066.07	0.01
256350023	MIM-Sr Lien Reserve Fund-1	3134GWTL0	FEDERAL HOME LOAN MORTGAGE CORP	290,116.00	-	-	-	-	-	3.58	(49.98)	290,069.60	224.75
256350023	MIM-Sr Lien Reserve Fund-1	3132AEF68	FH ZT1989	36,197.17	(840.23)	-	-	(1,460.64)	(125.48)	4.43	(145.12)	33,630.13	90.57
256350023	MIM-Sr Lien Reserve Fund-1	3132ASGL7	FH ZS7403	-	82,465.74	-	-	(1,806.31)	(117.64)	6.47	(788.46)	79,759.81	189.12
256350023	MIM-Sr Lien Reserve Fund-1	91282CAP6	UNITED STATES TREASURY	44,847.00	-	(44,885.74)	-	-	40.01	7.30	(8.57)	-	-
256350023	MIM-Sr Lien Reserve Fund-1	38378KWU9	GNR 2013-096 A	10,366.34	-	-	-	(4,039.90)	18.30	8.19	(46.45)	6,306.48	7.34
256350023	MIM-Sr Lien Reserve Fund-1	38378CRTE	GNR 2012-013 EG	20,515.55	-	(17,335.52)	-	(3,875.81)	1,420.07	8.73	(733.02)	0.01	-
256350023	MIM-Sr Lien Reserve Fund-1	3138EKLX4	FN AL3382	10,537.19	-	-	-	(70.04)	0.81	10.08	(45.59)	10,432.45	19.85
256350023	MIM-Sr Lien Reserve Fund-1	3140JME04	FN BM3956	-	14,609.80	-	-	(365.08)	(24.15)	11.63	(113.35)	14,118.85	33.38
256350023	MIM-Sr Lien Reserve Fund-1	3137AUP63	FHMS K-021 A2	6,125.52	-	-	-	(72.51)	0.64	11.65	(50.26)	6,015.04	11.84
256350023	MIM-Sr Lien Reserve Fund-1	3132AEF68	FH ZT1989	-	35,154.81	-	-	(1,460.64)	(119.94)	12.16	43.74	33,630.13	90.57
256350023	MIM-Sr Lien Reserve Fund-1	38376TTT9	GNR 2010-006 AB	27,656.74	-	-	-	(4,104.35)	(93.92)	12.31	(95.44)	23,375.35	55.82
256350023	MIM-Sr Lien Reserve Fund-1	38378XVK8	GNR 2010-166 GP	38,195.23	-	-	-	(928.37)	8.65	12.39	(66.38)	37,276.85	75.94
256350023	MIM-Sr Lien Reserve Fund-1	36179RDE6	G2 MA2864	19,454.31	-	-	-	(1,732.66)	(89.72)	14.37	(42.09)	17,604.21	41.82
256350023	MIM-Sr Lien Reserve Fund-1	38378JZD7	GNR 2013-047 EC	25,046.84	-	-	-	(2,700.07)	24.54	14.65	(82.24)	22,303.72	27.54
256350023	MIM-Sr Lien Reserve Fund-1	36179NHK7	G2 MA1134	151,367.53	-	-	-	(13,968.59)	(569.16)	16.20	(781.36)	136,064.62	324.23
256350023	MIM-Sr Lien Reserve Fund-1	3138WEMJ5	FN AS4860	-	25,164.27	-	-	(442.22)	(23.05)	16.50	(5.80)	24,709.71	48.96
256350023	MIM-Sr Lien Reserve Fund-1	38377JM59	GNR 2010-111 PE	23,214.23	-	(17,378.06)	-	(8,068.51)	2,716.40	17.03	(501.09)	-	-
256350023	MIM-Sr Lien Reserve Fund-1	3138ENQD4	FN AL5851	-	28,509.44	-	-	(832.62)	(60.78)	17.26	367.70	28,001.00	75.15
256350023	MIM-Sr Lien Reserve Fund-1	36179RHM4	G2 MA2936	77,523.83	-	-	-	(6,459.94)	(377.91)	19.53	258.62	70,964.13	192.96
256350023	MIM-Sr Lien Reserve Fund-1	3137FWHY9	FHMR 2020-P003 A1	184,467.84	-	-	-	(2,874.42)	13.73	19.90	2,560.27	184,187.32	131.88
256350023	MIM-Sr Lien Reserve Fund-1	3134GWND4	FEDERAL HOME LOAN MORTGAGE CORP	296,103.00	-	-	-	-	-	20.94	2,616.06	298,740.00	695.00
256350023	MIM-Sr Lien Reserve Fund-1	3136A72D3	FNA 2012-M9 A2	132,591.76	-	-	-	(47,301.30)	268.16	25.27	(1,153.36)	84,430.52	172.88
256350023	MIM-Sr Lien Reserve Fund-1	3622A2GC0	GN 783795	-	54,621.28	-	-	(2,030.70)	(79.97)	-	132.78	52,671.95	105.35
256350023	MIM-Sr Lien Reserve Fund-1	3136AC714	FNA 2013-M6 2A	36,547.16	-	-	-	(459.93)	2.82	28.62	(120.87)	35,997.80	75.94
256350023	MIM-Sr Lien Reserve Fund-1	38378B642	GNR 2013-012 AB	98,342.53	-	-	-	(635.70)	8.79	28.98	(174.17)	97,770.33	146.87
256350023	MIM-Sr Lien Reserve Fund-1	31417YKF3	FN MA0293	47,323.64	-	-	-	(3,440.83)	(110.77)	29.07	(733.49)	43,067.62	148.80
256350023	MIM-Sr Lien Reserve Fund-1	38378KWU9	GNR 2013-096 A	6,910.89	-	-	-	(2,693.27)	76.84	36.66	(126.81)	4,204.32	4.89
256350023	MIM-Sr Lien Reserve Fund-1	3136ADFF1	FNR 2013-36 KC	46,923.46	-	-	-	(10,908.45)	92.64	41.28	(245.02)	35,903.91	44.63
256350023	MIM-Sr Lien Reserve Fund-1	38378KWU9	GNR 2013-096 A	10,366.34	-	-	-	(4,039.90)	98.37	47.77	(166.10)	6,306.48	7.34
256350023	MIM-Sr Lien Reserve Fund-1	91282CAP6	UNITED STATES TREASURY	373,725.00	-	(374,047.85)	-	-	424.34	54.38	(155.88)	-	-
256350023	MIM-Sr Lien Reserve Fund-1	31406FUE6	FN BM1978	96,027.31	-	-	-	(7,280.63)	(484.54)	59.53	(751.97)	87,569.70	205.38
256350023	MIM-Sr Lien Reserve Fund-1	3620ARZEA	GN 737941	80,359.03	-	-	-	(10,822.36)	(481.46)	60.24	(517.09)	68,598.37	163.23
256350023	MIM-Sr Lien Reserve Fund-1	31417YKF3	FN MA0293	45,019.33	-	-	-	(3,273.28)	(115.99)	66.14	(725.65)	40,970.54	141.55
256350023	MIM-Sr Lien Reserve Fund-1	91282CAE1	UNITED STATES TREASURY	81,492.30	-	-	-	-	-	70.85	2,284.45	83,847.60	211.33
256350023	MIM-Sr Lien Reserve Fund-1	3128MMUL5	FH G18586	112,203.49	-	-	-	(9,769.49)	(473.27)	92.87	102,247.89	203.44	
256350023	MIM-Sr Lien Reserve Fund-1	38378VC45	GNR 2013-116 MA	81,215.06	-	-	-	(6,989.01)	169.69	94.79	(619.38)	73,871.15	134.65
256350023	MIM-Sr Lien Reserve Fund-1	3140X7LS6	FN FM3936	-	136,161.77	-	-	(2,515.45)	(128.04)	-	(226.18)	133,400.92	264.96
256350023	MIM-Sr Lien Reserve Fund-1	3140XA490	FN FM1155	157,424.75	-	-	-	(14,066.37)	(783.38)	123.25	741.01	143,439.26	285.93
256350023	MIM-Sr Lien Reserve Fund-1	91282ZF09	UNITED STATES TREASURY	362,518.00	-	-	-	-	-	127.78	543.82	363,189.60	458.74
256350023	MIM-Sr Lien Reserve Fund-1	91282CAM3	UNITED STATES TREASURY	414,341.00	-	-	-	-	-	131.73	1,581.02	416,053.75	267.08
256350023	MIM-Sr Lien Reserve Fund-1	3132A85Y1	FH ZS8063	214,748.98	-	-	-	(17,464.93)	(943.37)	137.46	1,381.38	197,859.52	393.64
256350023	MIM-Sr Lien Reserve Fund-1	38378B7F0	GNR 2013-033 B	205,230.00	-	-	-	-	-	155.82	(561.82)	204,824.00	378.83
256350023	MIM-Sr Lien Reserve Fund-1	36179TF83	G2 MA4691	80,583.79	-	-	-	(8,111.11)	(551.88)	158.48	162.64	72,241.92	196.45
256350023	MIM-Sr Lien Reserve Fund-1	38378FRB8	GNR 2013-005 JE	141,530.17	-	-	-	(10,926.14)	162.94	176.35	(810.02)	130,133.30	211.96
256350023	MIM-Sr Lien Reserve Fund-1	91282XKB1	UNITED STATES TREASURY	158,724.00	-								

91 CIP STAMP Portfolio Transaction Report by Account
Quarter ended June 30, 2021

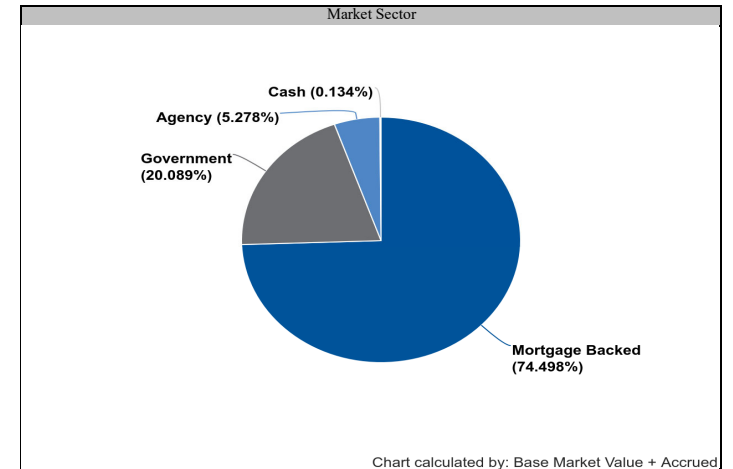
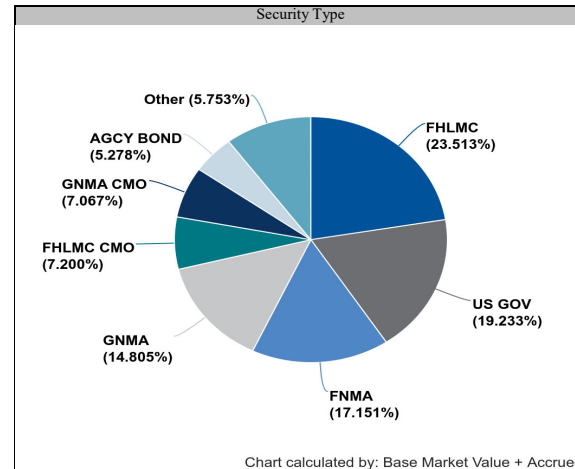
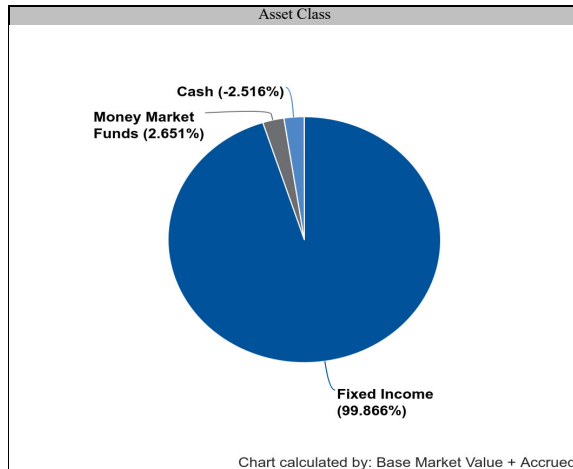
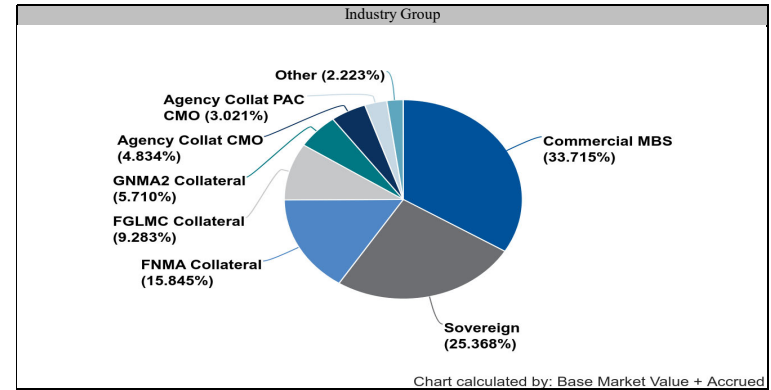
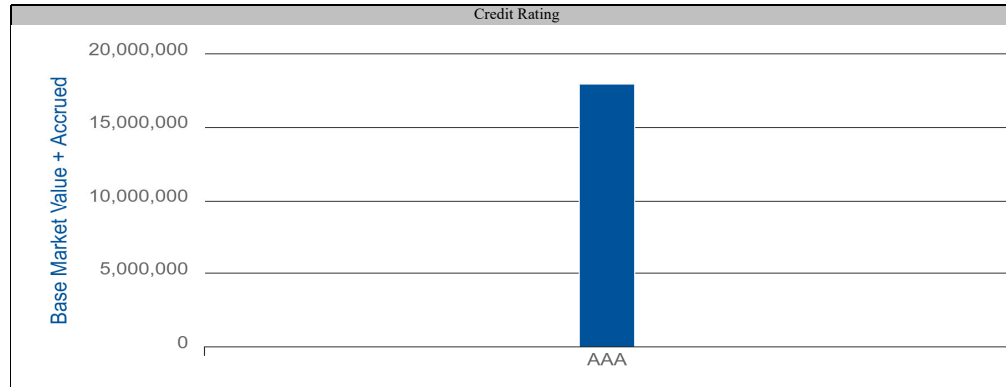
Source Account	Account	Identifier	Description	Beginning Base Market Value	Base Purchases	Base Sales	Base Maturities and Redemptions	Base Paydowns	Net Total Realized Gain/Loss	Base Amortization/Accretion	Base Change In Net Unrealized Gain/Loss	Ending Base Market Value	Ending Accrued Income Balance
				17,802,657.48	4,192,956.68	(2,638,222.68)	(100,000.00)	(1,157,936.91)	(16,666.90)	(8,941.55)	(1,273.26)	17,878,478.35	38,566.35

91 CIP STAMP Portfolio Summary of Investments for quarter ended June 30, 2021



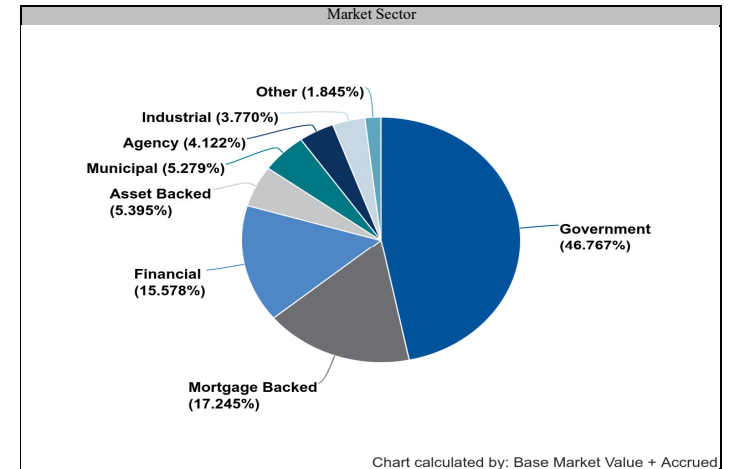
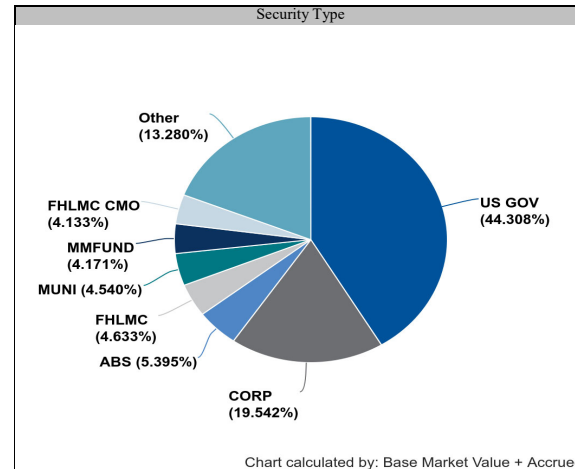
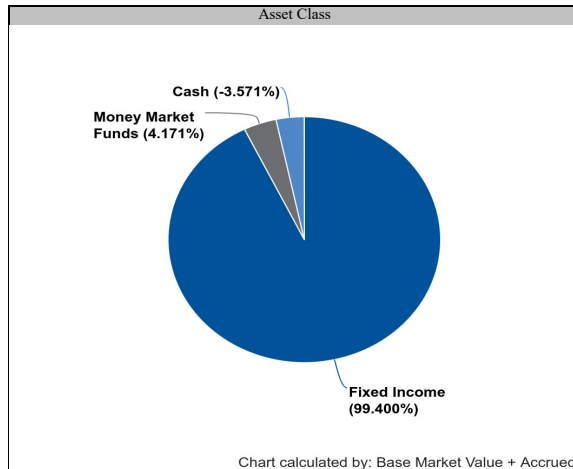
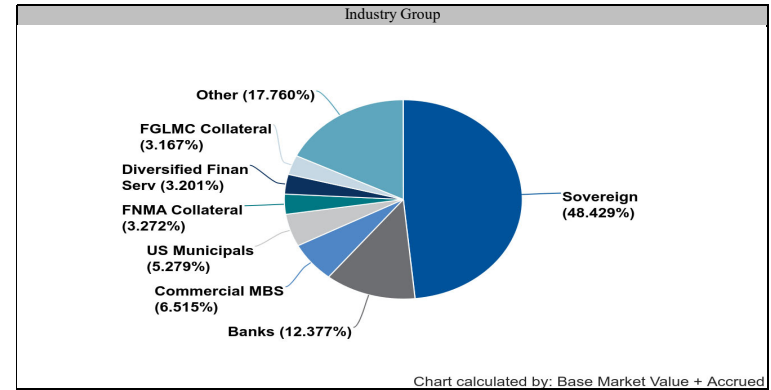
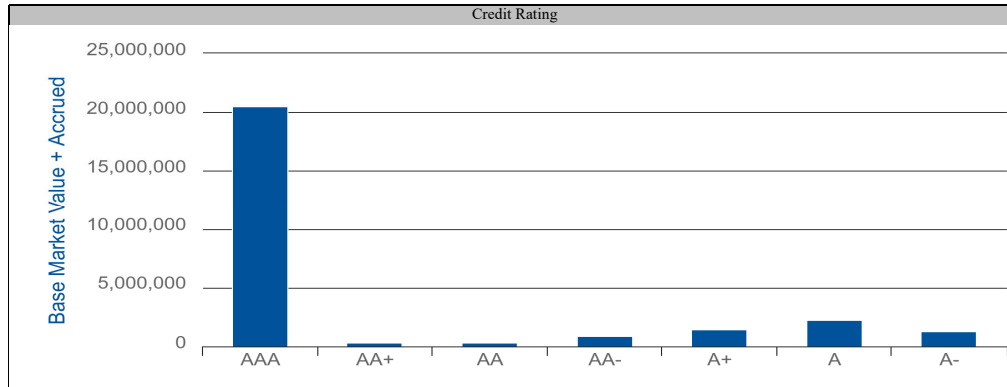
*Negative cash reflects securities in transit at month end

91 CIP STAMP Portfolio
Series A & Series B Reserve Fund Summary of Investments for quarter ended June 30, 2021



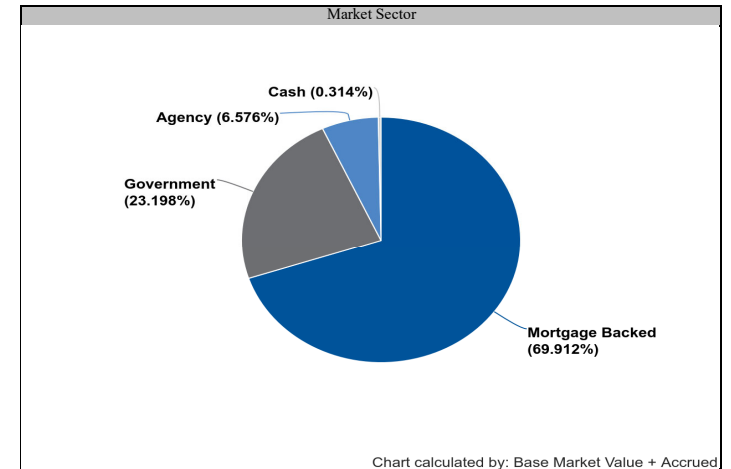
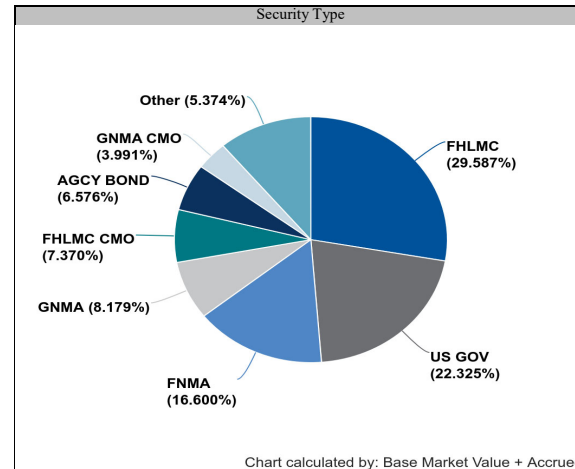
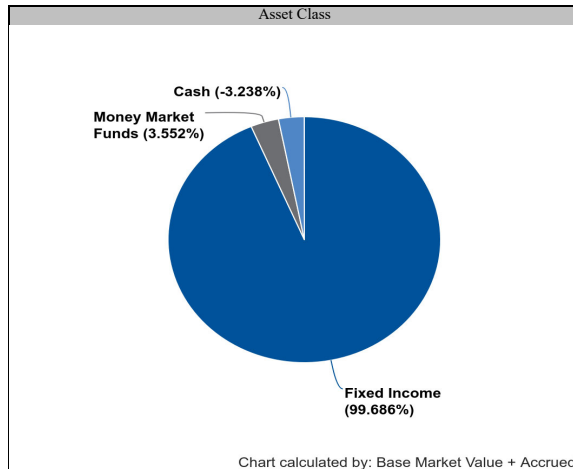
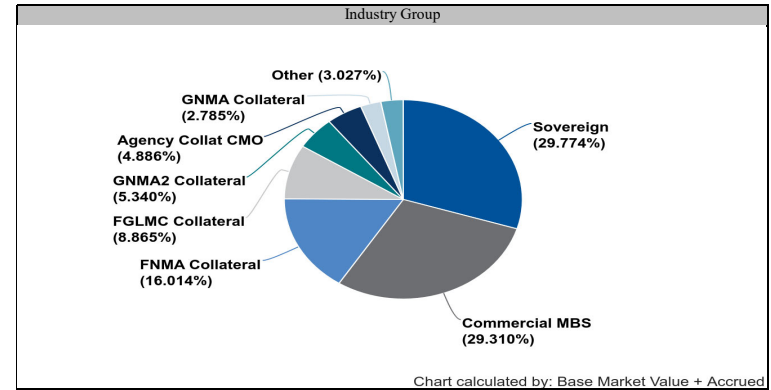
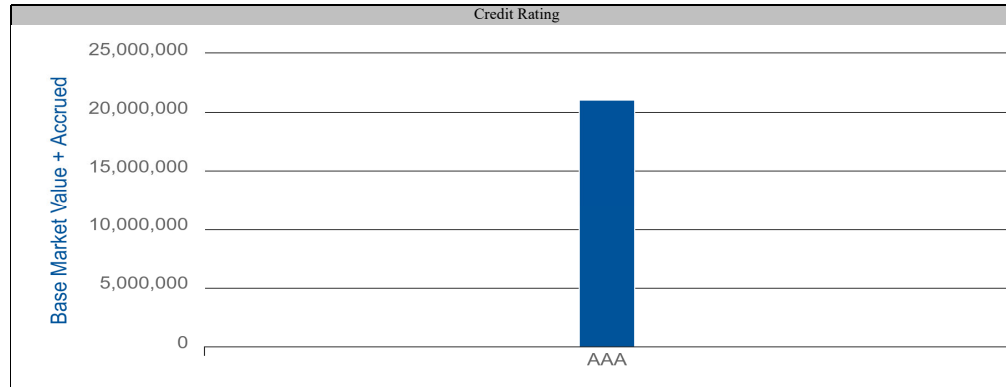
*Negative cash reflects securities in transit at month end

91 CIP STAMP Portfolio
Residual Fund Required Retained Balance Summary of Investments for quarter ended June 30, 2021



*Negative cash reflects securities in transit at month end

91 CIP STAMP Portfolio
TIFIA Reserve Fund Summary of Investments for quarter ended June 30, 2021



*Negative cash reflects securities in transit at month end

2017 Financing STAMP Portfolio by Investment Category for quarter ended June 30, 2021

Source Account	Account	Identifier	Security Type Category	Issuer	Final Maturity	Trade Date	Current Face Value	Original Cost	Next Call Date	Base Market Value	Base Net Total Unrealized Gain/Loss	Coupon	Yield	Summarized Credit Rating
24097004	MIM-RCTC Toll Revenue: -115	3134GV6H6	Agency	Federal Home Loan Mortgage Corporation	10/20/2022	07/20/2020	500,000.00	499,850.00	07/20/2021	500,000.00	87.00	0.320	0.320	AAA
24097004	MIM-RCTC Toll Revenue: -115	3134GWEH5	Agency	Federal Home Loan Mortgage Corporation	07/27/2022	07/27/2020	750,000.00	749,850.00	07/27/2021	750,052.50	133.10	0.280	0.186	AAA
24097004	MIM-RCTC Toll Revenue: -115	3134GXJF2	Agency	Federal Home Loan Mortgage Corporation	12/30/2022	12/15/2020	405,000.00	404,989.88	09/30/2021	404,388.45	(603.97)	0.200	0.301	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3137EADB2	Agency	Federal Home Loan Mortgage Corporation	01/13/2022	09/30/2019	400,000.00	406,425.20	---	404,896.00	3,373.26	2.375	0.091	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3134GV6H6	Agency	Federal Home Loan Mortgage Corporation	10/20/2022	07/22/2020	125,000.00	124,987.50	07/20/2021	125,000.00	7.26	0.320	0.320	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3134GWY42	Agency	Federal Home Loan Mortgage Corporation	10/13/2023	10/07/2020	100,000.00	99,950.00	10/13/2021	99,873.00	(88.89)	0.300	0.356	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3136G4A6	Agency	Federal National Mortgage Association	10/27/2023	10/20/2020	130,000.00	129,967.50	10/27/2021	129,911.60	(63.22)	0.300	0.329	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3134GW6E1	Agency	Federal Home Loan Mortgage Corporation	11/02/2023	02/23/2021	400,000.00	400,536.00	11/02/2021	399,816.00	(446.23)	0.320	0.340	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3134GXD8T	Agency	Federal Home Loan Mortgage Corporation	11/24/2023	---	135,000.00	135,035.00	08/24/2021	134,960.85	(39.15)	0.350	0.362	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	31394KJP0	Agency CMO	Federal Home Loan Mortgage Corporation	10/15/2023	02/18/2021	36,140.42	37,535.22	---	37,371.00	(69.03)	4.500	0.644	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3137A6Z47	Agency CMO	Federal Home Loan Mortgage Corporation	01/15/2041	08/31/2020	0.02	0.02	---	0.02	0.00	4.500	0.840	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3137AH6C7	Agency CMO	Federal Home Loan Mortgage Corporation	07/25/2021	11/29/2018	25,755.05	25,801.33	---	25,751.18	(3.86)	3.230	0.345	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	38376V2E6	Agency CMO	Government National Mortgage Association	07/16/2039	08/06/2019	13,351.59	13,894.00	---	14,144.41	394.43	4.000	0.344	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3137AJMF8	Agency CMO	Federal Home Loan Mortgage Corporation	10/25/2021	11/29/2018	49,859.31	49,693.76	---	50,020.36	265.08	2.968	0.370	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	38375XCM4	Agency CMO	Government National Mortgage Association	11/16/2037	05/14/2019	7,997.81	8,224.31	---	8,141.77	80.43	5.000	0.257	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	383742C76	Agency CMO	Government National Mortgage Association	08/16/2037	01/31/2018	0.00	0.00	---	-	(0.00)	4.000	0.050	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3137ATR4W	Agency CMO	Federal Home Loan Mortgage Corporation	05/25/2022	09/26/2018	99,609.40	96,858.47	---	101,062.70	2,191.67	2.373	0.219	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3136A7D33	Agency CMO	Federal National Mortgage Association	04/25/2022	07/26/2019	5,290.27	5,321.23	---	5,343.70	44.71	2.482	0.327	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3137AYCE9	Agency CMO	Federal Home Loan Mortgage Corporation	10/25/2022	08/13/2019	100,000.00	102,164.06	---	102,739.00	1,980.15	2.682	0.281	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	31392J6N4	Agency CMO	Federal National Mortgage Association	04/25/2023	12/05/2017	118,153.06	128,536.45	---	121,867.79	2.22	5.500	0.729	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3137B6DF5	Agency CMO	Federal Home Loan Mortgage Corporation	11/15/2026	03/05/2021	70,377.42	71,905.94	---	71,713.19	(88.34)	2.000	0.360	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3137B8453	Agency CMO	Federal Home Loan Mortgage Corporation	02/15/2029	01/31/2018	40,779.21	40,269.47	---	41,512.01	1,035.78	2.000	0.371	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	38378JZD7	Agency CMO	Government National Mortgage Association	12/20/2040	10/16/2019	9,640.36	9,519.86	---	9,757.88	201.00	1.500	0.435	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	38377QKH9	Agency CMO	Government National Mortgage Association	08/20/2040	08/20/2019	8,512.52	8,667.14	---	8,731.46	124.81	3.000	0.262	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3136A7D25	Agency CMO	Federal National Mortgage Association	07/25/2041	02/12/2021	37,946.85	38,385.61	---	39,003.67	642.54	3.000	-0.063	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3137BLW87	Agency CMO	Federal Home Loan Mortgage Corporation	01/25/2025	02/25/2021	194,431.03	206,389.50	---	202,655.46	(2,623.69)	2.802	0.371	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3137B2Z78	Agency CMO	Federal Home Loan Mortgage Corporation	07/15/2023	02/18/2021	42,381.30	42,584.93	---	42,535.99	(13.45)	1.400	0.591	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	38378HAU0	Agency CMO	Government National Mortgage Association	08/20/2027	---	48,113.52	48,909.87	---	48,989.67	85.65	1.500	0.508	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	38377LFC7	Agency CMO	Government National Mortgage Association	12/20/2039	02/12/2021	14,778.24	14,932.96	---	14,925.73	22.21	2.500	-0.039	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3136AQZK9	Agency CMO	Federal National Mortgage Association	11/25/2031	03/11/2021	63,491.02	65,527.20	---	65,412.26	(82.77)	2.000	0.776	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3137B45W2	Agency CMO	Federal Home Loan Mortgage Corporation	09/15/2030	12/30/2020	44,134.34	44,575.69	---	44,585.84	177.03	2.750	-0.774	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3137ARVU7	Agency CMO	Federal Home Loan Mortgage Corporation	08/15/2038	06/30/2020	1,210.70	1,227.54	---	1,210.65	(0.05)	3.000	0.295	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3136A8SX9	Agency CMO	Federal National Mortgage Association	09/25/2027	02/04/2021	19,016.70	19,388.13	---	19,458.08	79.98	1.500	0.367	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	38378VC45	Agency CMO	Government National Mortgage Association	12/16/2041	11/23/2018	32,191.40	31,029.49	---	33,114.65	1,677.30	2.250	0.388	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	38377JM59	Agency CMO	Government National Mortgage Association	10/20/2039	11/21/2018	0.01	0.01	---	0.01	0.00	2.500	-0.521	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3137AWWW3	Agency CMO	Federal Home Loan Mortgage Corporation	12/15/2027	02/17/2021	21,564.94	21,841.26	---	21,913.00	78.25	1.250	0.384	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	38379JM99	Agency CMO	Government National Mortgage Association	02/16/2041	04/08/2021	9,531.31	9,540.24	---	9,560.76	27.85	2.500	-1.053	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3137AYSH5	Agency CMO	Federal Home Loan Mortgage Corporation	12/15/2042	04/08/2021	38,960.62	39,861.60	---	39,735.55	(114.60)	1.750	1.027	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3137B9RN7	Agency CMO	Federal Home Loan Mortgage Corporation	12/15/2027	02/05/2021	17,748.20	18,150.31	---	18,276.39	169.60	2.500	-0.419	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3133Q5GZ3	Agency CMO	Federal Home Loan Mortgage Corporation	09/25/2033	01/05/2021	67,375.52	68,312.47	---	67,967.08	(316.05)	1.000	0.496	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3137AQQE1	Agency CMO	Federal Home Loan Mortgage Corporation	05/15/2027	---	39,298.39	40,035.24	---	40,003.79	(2.29)	1.500	0.615	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3136ABNZ2	Agency CMO	Federal National Mortgage Association	11/25/2042	02/05/2021	22,397.98	22,845.94	---	23,011.91	184.88	2.000	0.263	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3136AEY84	Agency CMO	Federal National Mortgage Association	07/25/2028	02/05/2021	21,355.16	21,802.28	---	21,870.25	91.85	1.750	0.423	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3136ADZAO	Agency CMO	Federal National Mortgage Association	04/25/2028	---	48,491.49	49,095.48	---	49,109.27	31.55	1.250	0.566	AAA
24097004	MIM-RCTC Toll Revenue: -115	31416BTW8	Agency MBS	Federal National Mortgage Association	01/01/2024	09/03/2019	134,469.09	140,268.08	---	139,332.84	1,498.45	5.500	0.590	AAA
24097004	MIM-RCTC Toll Revenue: -115	3137B36H6	Agency MBS	Federal Home Loan Mortgage Corporation	10/25/2022	---	60,202.16	61,233.86	---	60,703.04	(0.07)	2.839	0.160	AAA
24097004	MIM-RCTC Toll Revenue: -115	3137B7YX1	Agency MBS	Federal Home Loan Mortgage Corporation	04/25/2023	---	342,078.71	349,717.96	---	348,954.49	2,221.83	2.592	0.077	AAA
24097004	MIM-RCTC Toll Revenue: -115	3137BC2N7	Agency MBS	Federal Home Loan Mortgage Corporation	02/25/2023	04/27/2021	137,308.51	138,896.14	---	138,714.55	104.93	2.364	0.921	AAA
24097004	MIM-RCTC Toll Revenue: -115	3137BFDQ1	Agency MBS	Federal Home Loan Mortgage Corporation	09/25/2021	08/19/2020	88,662.62	90,186.76	---	88,817.78	33.30	2.991	-0.304	AAA
24097004	MIM-RCTC Toll Revenue: -115	3137FOXG3	Agency MBS	Federal Home Loan Mortgage Corporation	07/25/2024	01/16/2020	635,118.46	635,118.46	---	636,153.70	1,035.24	0.432	0.220	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	36202F2H8	Agency MBS	Government National Mortgage Association	01/20/2027	12/12/2019	18,631.53	19,091.50	---	19,542.05	494.08	3.000	0.621	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	36178NB99	Agency MBS	Government National Mortgage Association	08/15/2027	10/11/2019	21,708.18	21,949.01	---	22,613.85	693.23	2.500	0.543	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3136AC7J4	Agency MBS	Federal National Mortgage Association	03/25/2023	02/21/2018	29,084.05	28,605.76	---	29,998.16	1,073.11	2.611	0.632	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	31418AU48	Agency MBS	Federal National Mortgage Association	07/01/2023	05/21/2019	-	-	---	(0.00)	(0.00)	2.500	0.103	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3137B1U75	Agency MBS	Federal Home Loan Mortgage Corporation	01/25/2023	02/27/2018	96,982.96	95,338.80	---	98,960.44	2,537.22	2.522	0.384	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	38378KWU9	Agency MBS	Government National Mortgage Association	11/16/2041	05/03/2019	4,194.75	3,935.20	---	4,204.32	94.22	1.400	0.765	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3137B3NW4	Agency MBS	Federal Home Loan Mortgage Corporation	09/25/2022	09/26/2018	35,041.57	34,740.43	---	35,549.32	652.56	2.778	0.221	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	36202F3H7	Agency MBS	Government National Mortgage Association	02/20/2027	06/30/2020	20,713.45	21,723.24	---	21,726.34	32.53	3.000	0.619	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3138X0ZY7	Agency MBS	Federal National Mortgage Association	07/01/2028	08/31/2020	91,742.47	96,401.27	---	96,122.25	6.43	2.500	0.458	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3137B7YY9	Agency MBS	Federal Home Loan Mortgage Corporation	01/25/2024	02/26/2021	209,000.00	225,556.72	---	223,143.03	(358.61)	3.490	0.529	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	36176XQB8	Agency MBS	Government National Mortgage Association	05/15/2027	---	164,337.87	171,880.33	---	172,702.66	1,018.56	3.000	0.553	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3137AXHN6	Agency MBS	Federal Home Loan Mortgage Corporation	02/25/2022	01/25/2018	7,634.49	7,529.51	---	7,647.08	32.77	1.749	0.239	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3137BDCW4	Agency MBS	Federal Home Loan Mortgage Corporation	07/25/2024	02/26/2021	175,000.00	189,916.02	---	187,943.00	(432.47)	3.303	0.655	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3136AMM48	Agency MBS	Federal National Mortgage Association	07/25/2022	09/26/2018	51,760.61	50,987.07	---	52,141.57	592.38	2.509	0.614	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3137BJQ71	Agency MBS	Federal Home Loan Mortgage Corporation	05/25/2025	---	150,000.00	161,201.17	---	160,854.00	(220.25)	2.770	0.836	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	36179MAJ6	Agency MBS	Government National Mortgage Association	03/20/2028	11/20/2019	18,520.24	18,743.07	---	19,316.06	591.68	2.500	0.673	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	36179NKP2	Agency MBS	Government National Mortgage Association	08/20/2028	04/14/2021	24,679.75	25,697.80	---	25,741.48	50.92	2.500	0.755	AAA
24097020	RTCT-I-15 Prj RAMP UP RESERVE	3128MMT52	Agency MBS	Federal Home Loan Mortgage Corporation	10									

2017 Financing STAMP Portfolio by Investment Category for quarter ended June 30, 2021

											Base Net Total			
Source			Security Type								Unrealized	Coupon	Yield	Summarized
Account	Account	Identifier	Category	Issuer	Final Maturity	Trade Date	Current Face Value	Original Cost	Next Call Date	Base Market Value	Gain/Loss			Credit Rating
24097020	RCTC I-15 Prj RAMP UP RESERVE	3128MENS6	Agency MBS	Federal Home Loan Mortgage Corporation	01/01/2029	10/01/2020	14,473.38	15,147.30	---	15,117.74	16.79	2.500	0.541	AAA
24097020	RCTC I-15 Prj RAMP UP RESERVE	3138EQRJ3	Agency MBS	Federal National Mortgage Association	11/01/2030	02/24/2021	199,130.00	214,064.75	---	215,273.47	1,547.26	3.500	0.083	AAA
24097020	RCTC I-15 Prj RAMP UP RESERVE	3140J3R2	Agency MBS	Federal National Mortgage Association	10/01/2028	02/26/2021	207,792.35	217,207.94	---	218,157.03	1,129.58	2.500	0.315	AAA
24097020	RCTC I-15 Prj RAMP UP RESERVE	3132A9QE0	Agency MBS	Federal Home Loan Mortgage Corporation	02/01/2030	04/29/2020	85,616.70	89,683.49	---	89,702.33	(135.59)	2.500	0.745	AAA
24097020	RCTC I-15 Prj RAMP UP RESERVE	3132A9SM0	Agency MBS	Federal Home Loan Mortgage Corporation	10/01/2031	04/29/2020	52,535.21	55,014.21	---	55,046.92	(106.29)	2.500	0.943	AAA
24097020	RCTC I-15 Prj RAMP UP RESERVE	3137BFE80	Agency MBS	Federal Home Loan Mortgage Corporation	08/25/2024	07/15/2020	77,131.98	80,542.66	---	79,841.62	145.25	2.720	0.406	AAA
24097020	RCTC I-15 Prj RAMP UP RESERVE	3140X4H90	Agency MBS	Federal National Mortgage Association	06/01/2032	---	202,436.93	213,078.99	---	211,572.91	(1,422.70)	2.500	0.969	AAA
24097020	RCTC I-15 Prj RAMP UP RESERVE	3131X83H7	Agency MBS	Federal Home Loan Mortgage Corporation	04/01/2028	02/26/2021	195,902.86	204,534.83	---	205,267.02	898.47	2.500	0.399	AAA
24097020	RCTC I-15 Prj RAMP UP RESERVE	3140X4TL0	Agency MBS	Federal National Mortgage Association	09/01/2028	02/25/2021	68,676.32	71,863.32	---	71,740.65	(50.90)	2.500	0.452	AAA
24097020	RCTC I-15 Prj RAMP UP RESERVE	31307NTZ7	Agency MBS	Federal Home Loan Mortgage Corporation	11/01/2028	01/13/2021	71,167.05	74,603.08	---	74,524.00	52.13	2.500	0.451	AAA
24097020	RCTC I-15 Prj RAMP UP RESERVE	3132A8GL7	Agency MBS	Federal Home Loan Mortgage Corporation	05/01/2031	05/11/2021	66,192.91	70,474.77	---	69,789.83	(689.91)	3.000	1.151	AAA
24097020	RCTC I-15 Prj RAMP UP RESERVE	36179NHK7	Agency MBS	Government National Mortgage Association	07/20/2028	03/31/2020	86,461.05	90,189.68	---	90,709.75	681.46	3.000	1.005	AAA
24097020	RCTC I-15 Prj RAMP UP RESERVE	3622A2GC0	Agency MBS	Government National Mortgage Association	03/15/2028	04/30/2020	52,939.21	55,073.32	---	55,140.95	232.69	2.500	0.549	AAA
24097020	RCTC I-15 Prj RAMP UP RESERVE	36179RFD6	Agency MBS	Government National Mortgage Association	06/20/2030	05/01/2020	16,728.79	17,554.77	---	17,604.21	(10.50)	3.000	1.218	AAA
24097020	RCTC I-15 Prj RAMP UP RESERVE	31418DQ47	Agency MBS	Federal National Mortgage Association	07/01/2035	02/24/2021	207,094.08	214,568.88	---	213,777.01	(486.35)	2.000	1.101	AAA
24097020	RCTC I-15 Prj RAMP UP RESERVE	31418DSA1	Agency MBS	Federal National Mortgage Association	08/01/2035	08/31/2020	92,678.93	98,007.97	---	98,243.37	77.76	3.000	1.071	AAA
24097020	RCTC I-15 Prj RAMP UP RESERVE	3140JME0	Agency MBS	Federal National Mortgage Association	12/01/2032	12/30/2020	26,706.10	28,492.06	---	28,237.69	(255.81)	3.000	1.148	AAA
24097020	RCTC I-15 Prj RAMP UP RESERVE	3132AEFC5	Agency MBS	Federal Home Loan Mortgage Corporation	11/01/2030	---	87,464.26	94,046.40	---	93,697.84	(128.94)	3.500	0.424	AAA
24097020	RCTC I-15 Prj RAMP UP RESERVE	3140X7LS6	Agency MBS	Federal National Mortgage Association	08/01/2035	05/25/2021	115,258.45	121,003.36	---	120,894.58	(204.98)	2.500	0.876	AAA
24097020	RCTC I-15 Prj RAMP UP RESERVE	31418DVU3	Agency MBS	Federal National Mortgage Association	01/01/2031	02/26/2021	230,902.11	239,560.95	---	238,916.73	(267.03)	2.000	0.879	AAA
24097020	RCTC I-15 Prj RAMP UP RESERVE	3132AEF68	Agency MBS	Federal Home Loan Mortgage Corporation	01/01/2033	05/12/2021	43,473.45	47,277.39	---	47,082.19	(236.43)	3.500	0.511	AAA
24097020	RCTC I-15 Prj RAMP UP RESERVE	31418DXH0	Agency MBS	Federal National Mortgage Association	02/01/2036	02/24/2021	241,636.93	250,547.29	---	249,434.55	(700.66)	2.000	1.226	AAA
24097020	RCTC I-15 Prj RAMP UP RESERVE	3140X9VK8	Agency MBS	Federal National Mortgage Association	02/01/2035	02/10/2021	90,895.65	97,457.18	---	95,610.40	(1,811.16)	3.000	1.209	AAA
24097020	RCTC I-15 Prj RAMP UP RESERVE	3138WEMJ5	Agency MBS	Federal National Mortgage Association	05/01/2030	02/26/2021	214,309.17	224,756.74	---	225,352.52	712.19	2.500	0.648	AAA
24097004	MIM-RCTC Toll Revenue: - I-15	38013FAD3	Asset Backed	GM Financial Consumer Automobile Receivables Trust 2018-4	10/16/2023	07/24/2019	135,030.45	137,504.25	---	136,444.06	805.96	3.210	1.094	AAA
24097004	MIM-RCTC Toll Revenue: - I-15	65474V4Q4	Asset Backed	Nissan Master Owner Trust Receivables	02/15/2024	05/19/2021	620,000.00	622,494.53	---	622,064.60	(51.29)	0.633	1.149	AAA
24097004	MIM-RCTC Toll Revenue: - I-15	34528DAD5	Asset Backed	Ford Credit Auto Lease Trust 2019-B	10/15/2022	04/19/2021	205,002.75	206,091.83	---	205,658.76	3.79	2.220	0.132	AAA
24097004	MIM-RCTC Toll Revenue: - I-15	26209AAE1	Asset Backed	Drive Auto Receivables Trust 2019-4	01/16/2024	09/09/2019	176,390.32	176,366.30	---	176,919.49	532.02	2.230	0.741	AAA
24097004	MIM-RCTC Toll Revenue: - I-15	233854AC2	Asset Backed	Daimler Trucks Retail Trust, 2020-1	09/15/2023	04/20/2021	170,000.00	171,168.75	---	171,181.50	267.06	1.220	0.137	AAA
24097004	MIM-RCTC Toll Revenue: - I-15	34528GAJ5	Asset Backed	Ford Credit Auto Owner Trust 2020-A	10/15/2022	05/07/2020	97,493.70	97,463.85	---	97,587.30	98.61	1.870	0.218	AAA
24097004	MIM-RCTC Toll Revenue: - I-15	12597PAB4	Asset Backed	Cnh Equipment Trust 2020-A	07/17/2023	05/19/2020	34,483.22	34,481.34	---	34,541.84	59.23	1.080	0.444	AAA
24097004	MIM-RCTC Toll Revenue: - I-15	14687AAM0	Asset Backed	Carvana Auto Receivables Trust, Series 2020-P1	11/08/2023	---	448,158.73	448,153.41	---	448,311.11	151.77	0.280	0.205	AAA
24097004	MIM-RCTC Toll Revenue: - I-15	60710AWB4	CD	Mizuho Bank Ltd., New York Branch	08/13/2021	01/25/2021	1,500,000.00	1,500,124.74	---	1,500,225.00	198.18	0.220	0.097	AAA
24097004	MIM-RCTC Toll Revenue: - I-15	51501HAK5	CD	Landesbank Baden-Wuerttemberg, New York Branch	10/25/2021	02/01/2021	1,000,000.00	1,000,000.00	---	1,000,330.00	330.00	0.240	0.138	AAA
24097004	MIM-RCTC Toll Revenue: - I-15	83050PRZ4	CD	Skandinaviska Enskilda Banken AB (publ)	08/17/2021	02/22/2021	700,000.00	699,999.99	---	700,091.00	91.00	0.170	0.072	AAA
24097004	MIM-RCTC Toll Revenue: - I-15	60683BS53	CD	Mitsubishi UFJ Trust and Banking Corp. (New York Branch)	08/06/2021	05/18/2021	1,000,000.00	1,000,133.12	---	1,000,110.00	50.10	0.200	0.093	AAA
24097004	MIM-RCTC Toll Revenue: - I-15	927804FJ8	Corporate	Virginia Electric and Power Company	09/01/2022	01/25/2021	750,000.00	781,477.50	06/01/2022	770,842.50	(676.26)	3.450	0.419	A
24097004	MIM-RCTC Toll Revenue: - I-15	46625HJD3	Corporate	JPMorgan Chase & Co.	01/24/2022	10/13/2020	1,000,000.00	1,053,810.00	---	1,024,040.00	233.73	4.500	0.252	A
24097004	MIM-RCTC Toll Revenue: - I-15	38141GG57	Corporate	The Goldman Sachs Group, Inc.	01/24/2022	10/09/2020	900,000.00	961,074.00	---	927,837.00	861.22	5.750	0.283	A
24097004	MIM-RCTC Toll Revenue: - I-15	06051GFZ7	Corporate	Bank of America Corporation	10/21/2022	10/09/2020	920,000.00	940,037.60	10/21/2021	926,164.00	143.48	2.503	0.326	A
24097004	MIM-RCTC Toll Revenue: - I-15	14040HBM6	Corporate	Capital One Financial Corporation	03/09/2022	06/04/2021	450,000.00	452,578.50	02/09/2022	452,326.50	(174.09)	1.073	0.267	BBB
24097004	MIM-RCTC Toll Revenue: - I-15	172967LQ2	Corporate	Citigroup Inc.	10/27/2022	12/30/2020	750,000.00	780,862.50	09/27/2022	771,802.50	(311.99)	2.700	0.352	A
24097004	MIM-RCTC Toll Revenue: - I-15	025816CD9	Corporate	American Express Company	05/20/2022	12/30/2020	423,000.00	436,349.88	04/19/2022	431,345.79	73.84	2.750	0.288	A
24097004	MIM-RCTC Toll Revenue: - I-15	69353RFU7	Corporate	PNC Bank, National Association	02/24/2023	02/20/2020	535,000.00	535,000.00	02/24/2022	536,000.45	1,000.45	0.475	0.195	A
24097004	MIM-RCTC Toll Revenue: - I-15	14913R2E6	Corporate	Caterpillar Financial Services Corporation	01/06/2022	07/06/2020	500,000.00	500,000.00	---	500,575.00	575.00	0.414	0.151	A
24097004	MIM-RCTC Toll Revenue: - I-15	45866FAR5	Corporate	Intercontinental Exchange, Inc.	06/15/2023	04/27/2021	900,000.00	901,242.00	08/20/2021	900,495.00	(54.80)	0.769	0.380	A
24097004	MIM-RCTC Toll Revenue: - I-15	22550UAB7	Corporate	Credit Suisse AG, New York Branch	02/02/2024	01/26/2021	410,000.00	410,000.00	---	409,983.60	(16.40)	0.408	0.441	AA
24097004	MIM-RCTC Toll Revenue: - I-15	63902HAD1	Corporate	The Nature Conservancy	07/01/2021	01/27/2021	75,000.00	75,000.00	---	75,000.00	-	0.317	0.317	AA
24097004	MIM-RCTC Toll Revenue: - I-15	15189WAM2	Corporate	CenterPoint Energy Resources Corp.	03/02/2023	02/26/2021	485,000.00	484,529.55	09/02/2021	485,048.50	442.04	0.700	0.640	A
24097004	MIM-RCTC Toll Revenue: - I-15	24422EVM8	Corporate	John Deere Capital Corporation	01/17/2023	03/01/2021	625,000.00	624,781.25	---	624,818.75	(0.46)	0.250	0.269	A
24097004	MIM-RCTC Toll Revenue: - I-15	46647PCA2	Corporate	JPMORGAN CHASE & CO	03/16/2024	03/09/2021	340,000.00	340,000.00	03/16/2023	342,077.40	2,077.40	0.622	0.280	A
24097004	MIM-RCTC Toll Revenue: - I-15	92343VGD0	Corporate	Verizon Communications Inc.	03/22/2024	03/11/2021	340,000.00	340,000.00	---	342,556.80	2,556.80	0.550	0.277	BBB
24097004	MIM-RCTC Toll Revenue: - I-15	65339KBV1	Corporate	NEXTERA ENERGY CAPITAL HOLDINGS IN	03/01/2023	03/15/2021	225							

2017 Financing STAMP Portfolio by Investment Category for quarter ended June 30, 2021

Source Account	Account	Identifier	Security Type Category	Issuer	Final Maturity	Trade Date	Current Face Value	Original Cost	Next Call Date	Base Market Value	Base Net Total Unrealized Gain/Loss	Coupon	Yield	Summarized Credit Rating
240907020	RCTC I-15 Prj RAMP UP RESERVE	912828ZD5	US Gov	United States Department of The Treasury	03/15/2023	---	865,000.00	871,530.08	---	869,394.20	(436.53)	0.500	0.202	AAA
240907020	RCTC I-15 Prj RAMP UP RESERVE	912828ZP8	US Gov	United States Department of The Treasury	05/15/2023	---	855,000.00	853,286.72	---	853,401.15	(201.50)	0.125	0.225	AAA
240907020	RCTC I-15 Prj RAMP UP RESERVE	91282CAP6	US Gov	United States Department of The Treasury	10/15/2023	---	900,000.00	898,185.95	---	896,130.00	(2,320.88)	0.125	0.313	AAA
240907004	MIM-RCTC Toll Revenue: - I-15	658886DZ6	VRDN	North Dakota Housing Finance Agency	07/01/2038	01/25/2021	430,000.00	430,000.00	---	430,000.00	-	0.080	0.080	AA
240907004	MIM-RCTC Toll Revenue: - I-15	97689P2K3	VRDN	Wisconsin Housing and Economic Development Authority	09/01/2037	07/18/2019	1,200,000.00	1,200,000.00	07/30/2021	1,200,000.00	-	0.050	0.050	AA
240907004	MIM-RCTC Toll Revenue: - I-15	57419P7F0	VRDN	Maryland Department of Housing and Community Development	09/01/2033	---	1,000,000.00	1,000,000.00	07/30/2021	1,000,000.00	-	0.090	0.090	AA
240907004	MIM-RCTC Toll Revenue: - I-15	196479G29	VRDN	Colorado Housing and Finance Authority, Inc.	04/01/2040	07/18/2019	1,500,000.00	1,500,000.00	07/15/2021	1,500,000.00	-	0.070	0.070	AAA
240907004	MIM-RCTC Toll Revenue: - I-15	56052FJB2	VRDN	Maine State Housing Authority	11/15/2050	01/25/2021	440,000.00	440,000.00	07/30/2021	440,000.00	-	0.080	0.080	AA

2017 Financing STAMP Portfolio by Account for quarter ended June 30, 2021

Source Account	Account	Identifier	Security Type	Category	Issuer	Final Maturity	Trade Date	Current Face Value	Original Cost	Next Call Date	Base Market Value	Unrealized Gain/Loss	Coupon	Yield	Summarized Credit Rating
240907004	MIM-RCTC Toll Revenue - I-15	3134GV6H6	Agency	Federal Home Loan Mortgage Corporation		10/20/2022	07/20/2020	500,000.00	499,850.00	07/20/2021	500,000.00	87.00	0.320	0.320	AAA
240907004	MIM-RCTC Toll Revenue - I-15	3134GV6H5	Agency	Federal Home Loan Mortgage Corporation		07/27/2022	07/27/2020	750,000.00	749,850.00	07/27/2021	750,052.50	133.10	0.280	0.186	AAA
240907004	MIM-RCTC Toll Revenue - I-15	3134GXJF2	Agency	Federal Home Loan Mortgage Corporation		12/30/2022	12/15/2020	405,000.00	404,989.88	09/30/2021	404,388.45	(603.97)	0.200	0.301	AAA
240907004	MIM-RCTC Toll Revenue - I-15	31416BTW8	Agency MBS	Federal National Mortgage Association		01/01/2024	09/03/2019	134,469.09	140,268.08	---	139,332.84	1,498.45	5.500	0.590	AAA
240907004	MIM-RCTC Toll Revenue - I-15	3137B36H6	Agency MBS	Federal Home Loan Mortgage Corporation		10/25/2022	---	60,202.16	61,233.86	---	60,703.04	(0.07)	2.839	0.160	AAA
240907004	MIM-RCTC Toll Revenue - I-15	3137B7YX1	Agency MBS	Federal Home Loan Mortgage Corporation		04/25/2023	---	342,078.71	349,717.96	---	348,954.49	2,221.83	2.592	0.077	AAA
240907004	MIM-RCTC Toll Revenue - I-15	3137BC2N7	Agency MBS	Federal Home Loan Mortgage Corporation		02/25/2023	04/27/2021	137,308.51	138,896.14	---	138,714.55	104.93	2.364	0.921	AAA
240907004	MIM-RCTC Toll Revenue - I-15	3137BFDQ1	Agency MBS	Federal Home Loan Mortgage Corporation		09/25/2021	08/19/2020	88,662.62	90,186.76	---	88,817.78	33.30	2.991	-0.304	AAA
240907004	MIM-RCTC Toll Revenue - I-15	3137FQXG3	Agency MBS	Federal Home Loan Mortgage Corporation		07/25/2024	01/16/2020	635,118.46	633,118.46	---	636,153.70	1,035.24	0.432	0.220	AAA
240907004	MIM-RCTC Toll Revenue - I-15	38013FAD3	Asset Backed	GM Financial Consumer Automobile Receivables Trust 2018-4		10/16/2023	07/24/2019	135,030.45	137,504.25	---	136,644.06	805.96	3.210	1.094	AAA
240907004	MIM-RCTC Toll Revenue - I-15	65474VAQ4	Asset Backed	Nissan Master Owner Trust Receivables		02/15/2024	05/19/2021	620,000.00	622,494.53	---	622,064.60	(51.29)	0.633	0.149	AAA
240907004	MIM-RCTC Toll Revenue - I-15	34528DAD5	Asset Backed	Ford Credit Auto Lease Trust 2019-B		10/15/2022	04/19/2021	205,002.75	206,091.83	---	205,658.76	3.79	2.220	0.132	AAA
240907004	MIM-RCTC Toll Revenue - I-15	26209AAE1	Asset Backed	Drive Auto Receivables Trust 2019-4		01/16/2024	09/09/2019	176,390.32	176,366.30	---	176,919.49	532.02	2.230	0.741	AAA
240907004	MIM-RCTC Toll Revenue - I-15	233854AC2	Asset Backed	Daimler Trucks Retail Trust, 2020-1		09/15/2023	04/20/2021	170,000.00	171,168.75	---	171,181.50	267.06	1.220	0.137	AAA
240907004	MIM-RCTC Toll Revenue - I-15	34528GAJ5	Asset Backed	Ford Credit Auto Owner Trust 2020-A		10/15/2022	05/07/2020	97,493.70	97,463.85	---	97,587.30	98.61	1.870	0.218	AAA
240907004	MIM-RCTC Toll Revenue - I-15	12597PAD4	Asset Backed	Cnh Equipment Trust 2020-A		07/17/2023	05/19/2020	34,483.22	34,481.34	---	34,541.84	59.23	1.080	0.444	AAA
240907004	MIM-RCTC Toll Revenue - I-15	14687AAM0	Asset Backed	Carvana Auto Receivables Trust, Series 2020-PI		11/08/2023	---	448,158.73	448,153.41	---	448,311.11	151.77	0.280	0.205	AAA
240907004	MIM-RCTC Toll Revenue - I-15	60710AWB4	CD	Mizuho Bank Ltd., New York Branch		08/13/2021	01/25/2021	1,500,000.00	1,500,124.74	---	1,500,225.00	198.18	0.220	0.097	AAA
240907004	MIM-RCTC Toll Revenue - I-15	51501HAK5	CD	Landesbank Baden-Württemberg, New York Branch		10/25/2021	02/01/2021	1,000,000.00	1,000,000.00	---	1,000,330.00	330.00	0.240	0.138	AAA
240907004	MIM-RCTC Toll Revenue - I-15	83050PRZ4	CD	Skandinaviska Enskilda Banken AB (publ)		08/17/2021	02/22/2021	700,000.00	699,999.99	---	700,091.00	91.00	0.170	0.072	AAA
240907004	MIM-RCTC Toll Revenue - I-15	60683BSS5	CD	Mitsubishi UFJ Trust and Banking Corp. (New York Branch)		08/06/2021	05/18/2021	1,000,000.00	1,000,133.12	---	1,000,110.00	50.10	0.200	0.093	AAA
240907004	MIM-RCTC Toll Revenue - I-15	92780A4F8	Corporate	Virginia Electric and Power Company		09/01/2022	01/25/2021	750,000.00	781,477.50	06/01/2022	770,842.50	(676.26)	3.450	0.419	A
240907004	MIM-RCTC Toll Revenue - I-15	46625HJD3	Corporate	JP Morgan Chase & Co.		01/24/2022	10/13/2020	1,000,000.00	1,053,818.00	---	1,024,040.00	23,373.00	4.500	0.252	A
240907004	MIM-RCTC Toll Revenue - I-15	38141GG57	Corporate	The Goldman Sachs Group, Inc.		01/24/2022	10/09/2020	900,000.00	961,074.00	---	927,837.00	861.22	5.750	0.283	A
240907004	MIM-RCTC Toll Revenue - I-15	06051GEZ7	Corporate	Bank of America Corporation		10/21/2022	10/09/2020	920,000.00	940,037.60	10/21/2021	926,164.00	143.48	2.503	0.326	A
240907004	MIM-RCTC Toll Revenue - I-15	14040HBM6	Corporate	Capital One Financial Corporation		03/09/2022	06/04/2021	450,000.00	452,758.50	02/09/2022	452,326.50	(174.09)	1.073	0.267	BBB
240907004	MIM-RCTC Toll Revenue - I-15	172967LQ2	Corporate	Citigroup Inc.		10/27/2022	12/30/2020	750,000.00	780,862.50	09/27/2022	771,802.50	(311.99)	2.700	0.352	A
240907004	MIM-RCTC Toll Revenue - I-15	025816CD9	Corporate	American Express Company		05/20/2022	12/30/2020	423,000.00	436,349.88	04/19/2022	431,345.79	73.84	2.750	0.288	A
240907004	MIM-RCTC Toll Revenue - I-15	69535RFU7	Corporate	PNC Bank, National Association		02/24/2023	02/20/2020	535,000.00	535,000.00	02/24/2022	536,000.45	1,000.45	0.475	0.195	A
240907004	MIM-RCTC Toll Revenue - I-15	14913R266	Corporate	JP Morgan Chase & Co.		01/06/2022	07/24/2020	500,000.00	500,575.00	---	500,575.00	575.00	0.250	0.077	AAA
240907004	MIM-RCTC Toll Revenue - I-15	45866AR5	Corporate	Intercontinental Exchange, Inc.		06/15/2023	04/27/2021	900,000.00	901,242.00	08/20/2021	900,495.00	(54.80)	0.769	0.380	A
240907004	MIM-RCTC Toll Revenue - I-15	22550UAB7	Corporate	Credit Suisse AG, New York Branch		02/02/2024	01/26/2021	410,000.00	410,000.00	---	409,983.60	(16.40)	0.408	0.441	AA
240907004	MIM-RCTC Toll Revenue - I-15	63902HAD1	Corporate	The Nature Conservancy		07/01/2021	01/27/2021	75,000.00	75,000.00	---	75,000.00	-	0.317	0.317	AA
240907004	MIM-RCTC Toll Revenue - I-15	51819WAM2	Corporate	CenterPoint Energy Resources Corp.		03/02/2023	02/26/2021	485,000.00	484,529.55	09/02/2021	485,048.50	442.04	0.700	0.640	A
240907004	MIM-RCTC Toll Revenue - I-15	24422EVM8	Corporate	John Deere Capital Corporation		01/17/2023	03/01/2021	625,000.00	624,781.25	---	624,818.75	(0.46)	0.250	0.269	A
240907004	MIM-RCTC Toll Revenue - I-15	46647PCA2	Corporate	JPMORGAN CHASE & CO		03/16/2024	03/09/2021	340,000.00	340,000.00	03/16/2023	342,077.40	2,077.40	0.622	0.280	A
240907004	MIM-RCTC Toll Revenue - I-15	92343VGD5	Corporate	JP Morgan Chase & Co.		09/22/2022	03/01/2021	340,000.00	340,000.00	---	342,566.00	2,566.00	0.250	0.077	AAA
240907004	MIM-RCTC Toll Revenue - I-15	65339KBV1	Corporate	NEXTERA ENERGY CAPITAL HOLDINGS IN		03/01/2023	03/15/2021	225,000.00	225,000.00	---	226,127.25	1,127.25	0.565	0.294	BBB
240907004	MIM-RCTC Toll Revenue - I-15	84240HCO	Corporate	Southern California Edison Company		04/01/2024	03/24/2021	220,000.00	220,000.00	04/01/2023	220,864.60	864.60	0.845	0.658	A
240907004	MIM-RCTC Toll Revenue - I-15	80285PV25	CP	Santander UK plc		08/02/2021	03/11/2021	1,000,000.00	999,200.00	---	999,910.00	87.78	0.000	0.098	AAA
240907004	MIM-RCTC Toll Revenue - I-15	80285PU18	CP	Santander UK plc		07/01/2021	03/22/2021	900,000.00	899,570.75	---	900,000.00	-	0.000	0.000	AAA
240907004	MIM-RCTC Toll Revenue - I-15	07274LV53	CP	Bayerische Landesbank, New York Branch		08/05/2021	05/21/2021	900,000.00	899,772.00	---	899,910.00	15.00	0.000	0.100	AAA
240907004	MIM-RCTC Toll Revenue - I-15	53154LV41	CP	Liberty Utilities Co.		08/10/2021	06/10/2021	525,000.00	524,842.00	---	524,942.25	53.09	0.000	0.097	AA
240907004	MIM-RCTC Toll Revenue - I-15	63743CU76	CP	National Rural Utilities Cooperative Finance Corporation		07/07/2021	06/16/2021	1,000,000.00	999,259.17	---	999,980.00	(8.33)	0.000	0.103	AAA
240907004	MIM-RCTC Toll Revenue - I-15	71121UJ5	CP	The Peoples Gas Light and Heat Company		07/08/2021	06/29/2020	600,000.00	599,985.50	---	599,988.00	(8.43)	0.000	0.090	AAA
240907004	MIM-RCTC Toll Revenue - I-15	31846V203	MM Fund	First American Funds, Inc. - Government Obligations Fund		06/30/2021	---	129,317.97	129,317.97	---	129,317.97	-	0.010	0.010	AAA
240907004	MIM-RCTC Toll Revenue - I-15	60956PWG3	Muni	Monmouth County Improvement Authority		11/09/2021	10/23/2020	75,000.00	76,191.75	---	75,444.00	15.10	2.000	0.342	AAA
240907004	MIM-RCTC Toll Revenue - I-15	23504MAC8	Muni	Dallas Fort Worth Texas International Airport		08/25/2021	12/16/2020	410,000.00	410,000.00	---	410,057.40	57.40	0.380	0.288	NA
240907004	MIM-RCTC Toll Revenue - I-15	13013KAA1	Muni	California Community College Districts		12/30/2021	03/18/2021	150,000.00	150,000.00	---	149,989.50	(10.50)	0.250	0.264	AAA
240907004	MIM-RCTC Toll Revenue - I-15	88276SH44	Muni	Texas Public Finance Authority		08/18/2021	05/12/2021	190,000.00	190,000.00	---	190,009.50	9.50	0.150	0.112	NA
240907004	MIM-RCTC Toll Revenue - I-15	45818WCP9	Non-US Gov	Inter-American Development Bank		09/16/2022	09/10/2019	1,500,000.00	1,500,000.00	---	1,503,120.00	3,120.00	0.288	0.141	AAA
240907004	MIM-RCTC Toll Revenue - I-15	45905KJ07	Non-US Gov	International Bank for Reconstruction and Development		01/13/2023	07/07/2021	205,000.00	205,000.00	---	205,096.35	96.35	0.144	0.150	AAA
240907004	MIM-RCTC Toll Revenue - I-15	91282H86	US Gov	United States Department of The Treasury		01/31/2022	04/29/2021	1,900,000.00	1,920,855.47	---	1,916,036.00	(83.76)	1.500	0.058	AAA
240907004	MIM-RCTC Toll Revenue - I-15	91282T67	US Gov	United States Department of The Treasury		10/31/2021	11/03/2020	1,500,000.00	1,516,347.66	---	1,505,940.00	457.85	1.250	0.065	AAA
240907004	MIM-RCTC Toll Revenue - I-15	91282T7F1	US Gov	United States Department of The Treasury		07/									

2017 Financing STAMP Portfolio by Account for quarter ended June 30, 2021

Source Account	Account	Identifier	Security Type Category	Issuer	Final Maturity	Trade Date	Current Face Value	Original Cost	Next Call Date	Base Market Value	Base Net Total Unrealized Gain/Loss	Coupon	Yield	Summarized Credit Rating
240907020	RCTC I-15 Pj RAMP UP RESERVE	3137AWM3	Agency MBS	Federal Home Loan Mortgage Corporation	12/15/2027	02/17/2021	21,564.30	21,564.26	---	21,913.90	78.25	1.250	0.384	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3137JMM9	Agency CMO	Government National Mortgage Association	02/16/2041	04/08/2021	9,531.31	9,540.24	---	9,560.76	27.85	2.500	-1.053	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3137AYS5	Agency CMO	Federal Home Loan Mortgage Corporation	12/15/2042	04/08/2021	39,960.60	39,961.60	---	39,735.55	(114.60)	1.750	1.027	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3137BRN7	Agency CMO	Federal Home Loan Mortgage Corporation	12/15/2027	02/05/2021	17,748.20	18,150.31	---	18,276.39	169.60	2.500	-0.419	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3133Q5G23	Agency CMO	Federal Home Loan Mortgage Corporation	09/25/2028	01/05/2021	67,375.52	68,312.47	---	67,967.08	(316.05)	1.000	0.496	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3137AQOE1	Agency CMO	Federal Home Loan Mortgage Corporation	01/15/2027	---	39,298.39	40,035.24	---	40,003.79	(2.29)	1.500	0.615	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3136ABN22	Agency CMO	Federal National Mortgage Association	11/25/2042	02/05/2021	22,397.98	22,845.94	---	23,011.91	184.88	2.000	0.263	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3136AEY84	Agency CMO	Federal National Mortgage Association	07/25/2028	02/05/2021	21,355.16	21,802.28	---	21,870.25	91.85	1.750	0.423	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3136ADZ40	Agency CMO	Federal National Mortgage Association	04/25/2028	---	48,491.49	49,095.48	---	49,109.27	31.55	1.250	0.566	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	36202F2H8	Agency MBS	Government National Mortgage Association	01/20/2027	12/12/2019	18,631.53	19,091.50	---	19,542.05	494.08	3.000	0.621	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	36178NB99	Agency MBS	Government National Mortgage Association	08/15/2027	10/11/2019	21,708.18	21,949.01	---	22,613.85	693.23	2.500	0.543	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3136AC734	Agency MBS	Federal National Mortgage Association	03/25/2023	02/21/2018	29,084.05	28,605.76	---	29,998.16	1,073.11	2.611	0.632	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	31418AU48	Agency MBS	Federal National Mortgage Association	07/01/2023	05/21/2019	-	-	---	(0.00)	(0.00)	2.500	0.103	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3137B1U75	Agency MBS	Federal Home Loan Mortgage Corporation	01/25/2023	02/27/2018	96,982.96	95,338.80	---	98,960.44	2,537.22	2.522	0.384	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	38378KWU9	Agency MBS	Government National Mortgage Association	11/16/2041	05/03/2019	4,194.75	3,955.20	---	4,204.32	94.22	1.400	0.765	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3137BNW4	Agency MBS	Federal Home Loan Mortgage Corporation	09/25/2022	09/26/2018	35,041.57	34,740.43	---	35,549.32	652.56	2.778	0.221	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	36202F3H7	Agency MBS	Government National Mortgage Association	02/20/2027	06/30/2020	20,713.45	21,723.24	---	21,726.34	32.53	3.000	0.619	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3138XOZ77	Agency MBS	Federal National Mortgage Association	07/01/2028	08/31/2020	91,742.47	96,401.27	---	96,122.25	-6.43	2.500	0.458	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3137B7Y9Y	Agency MBS	Federal Home Loan Mortgage Corporation	01/25/2024	02/26/2021	209,000.00	225,556.72	---	223,143.03	(358.61)	3.490	0.529	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	36176XQB8	Agency MBS	Government National Mortgage Association	05/15/2027	---	164,337.87	171,880.33	---	172,702.66	1,018.56	3.000	0.553	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3137AXHN6	Agency MBS	Federal Home Loan Mortgage Corporation	02/25/2022	01/25/2018	7,634.49	7,529.51	---	7,647.08	32.77	1.749	0.239	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3137BDCW4	Agency MBS	Federal Home Loan Mortgage Corporation	07/25/2024	02/26/2021	175,000.00	189,916.02	---	187,943.00	(432.47)	3.303	0.655	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3136AMM48	Agency MBS	Federal National Mortgage Association	07/25/2022	09/26/2018	51,760.61	50,987.07	---	52,141.57	592.37	2.500	0.614	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3137BJO71	Agency MBS	Federal Home Loan Mortgage Corporation	05/25/2025	---	150,000.00	161,201.17	---	160,854.00	(202.25)	2.770	0.836	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	36179M4J6	Agency MBS	Government National Mortgage Association	03/20/2028	11/20/2019	18,520.24	18,743.07	---	19,316.06	591.68	2.500	0.673	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	36179NKP2	Agency MBS	Government National Mortgage Association	08/20/2028	04/14/2021	24,679.75	25,697.80	---	25,741.48	50.92	2.500	0.755	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3128MTS52	Agency MBS	Federal Home Loan Mortgage Corporation	10/01/2030	02/24/2021	217,005.53	227,313.31	---	227,304.61	230.55	2.500	0.857	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	31307NP40	Agency MBS	Federal Home Loan Mortgage Corporation	07/01/2030	02/05/2021	81,741.23	81,718.56	---	86,525.54	(963.34)	3.000	0.943	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3128MMU83	Agency MBS	Federal Home Loan Mortgage Corporation	02/01/2031	01/19/2021	17,902.42	18,847.89	---	18,745.45	(143.16)	2.500	0.900	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3137B1U77	Agency MBS	Federal Home Loan Mortgage Corporation	09/25/2022	01/25/2018	11,728.29	11,556.03	---	11,814.85	141.62	1.785	0.211	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	36179QZ48	Agency MBS	Government National Mortgage Association	02/20/2030	04/30/2020	73,789.03	78,031.90	---	77,853.33	(417.48)	3.000	1.092	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3137BQBY2	Agency MBS	Federal Home Loan Mortgage Corporation	03/25/2022	08/16/2019	34,212.87	34,433.38	---	34,552.60	303.72	2.183	0.351	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	36179NAJ7	Agency MBS	Government National Mortgage Association	04/20/2028	06/30/2020	12,029.30	12,696.55	---	12,619.94	(58.78)	3.000	0.950	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3138EJPZ5	Agency MBS	Federal National Mortgage Association	07/01/2022	07/22/2019	18,509.59	18,847.25	---	18,712.27	-77.60	2.996	1.171	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	31418CDH4	Agency MBS	Federal National Mortgage Association	10/01/2031	05/06/2021	43,224.56	45,304.74	---	45,291.99	(9.12)	2.500	0.941	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3138ETQ94	Agency MBS	Federal National Mortgage Association	06/01/2031	02/11/2021	37,815.91	41,006.64	---	41,101.73	233.20	3.500	0.025	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3620ABR67	Agency MBS	Government National Mortgage Association	05/15/2025	05/23/2018	11,549.74	11,824.05	---	12,254.42	549.88	4.000	-0.419	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	31418CQ40	Agency MBS	Federal National Mortgage Association	10/01/2027	08/31/2020	0.01	0.01	---	(0.00)	3.000	0.944	0.000	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3136A9F60	Agency MBS	Federal National Mortgage Association	11/25/2022	02/27/2018	38,415.78	37,234.80	---	39,063.08	950.84	2.184	0.268	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3128MENS6	Agency MBS	Federal Home Loan Mortgage Corporation	01/01/2029	10/01/2020	14,473.38	15,147.30	---	15,117.74	-16.79	2.500	0.541	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3138EQRJ3	Agency MBS	Federal National Mortgage Association	11/01/2030	02/24/2021	199,130.00	214,064.75	---	215,273.47	1,547.26	3.500	0.083	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3140R3R2	Agency MBS	Federal National Mortgage Association	10/01/2028	02/26/2021	207,792.35	217,207.94	---	218,157.03	1,129.58	2.500	0.315	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3132A9QE0	Agency MBS	Federal Home Loan Mortgage Corporation	02/01/2030	04/29/2020	85,616.70	89,683.49	---	89,702.33	(135.59)	2.500	0.745	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3132A9SM0	Agency MBS	Federal Home Loan Mortgage Corporation	10/01/2031	04/29/2020	52,535.21	55,014.21	---	55,046.92	(106.29)	2.500	0.943	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3137BFE80	Agency MBS	Federal Home Loan Mortgage Corporation	08/25/2024	07/15/2020	77,131.98	80,542.56	---	79,841.62	-145.25	2.720	0.406	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3140XH90	Agency MBS	Federal National Mortgage Association	06/01/2032	---	202,436.93	213,078.99	---	211,572.91	(1,422.70)	2.500	0.969	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3131X3H17	Agency MBS	Federal Home Loan Mortgage Corporation	04/01/2028	02/26/2021	195,902.86	204,534.83	---	205,287.02	898.47	2.500	0.399	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3140X4TL0	Agency MBS	Federal National Mortgage Association	09/01/2028	02/25/2021	68,676.32	71,863.32	---	71,740.65	(50.90)	2.500	0.452	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	31307NTZ7	Agency MBS	Federal Home Loan Mortgage Corporation	11/01/2028	01/13/2021	71,167.05	74,603.08	---	74,524.00	(52.13)	2.500	0.451	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3132A8GL7	Agency MBS	Federal Home Loan Mortgage Corporation	05/01/2031	05/11/2021	66,192.91	70,474.77	---	69,789.83	(689.91)	3.000	1.151	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	36179NHK7	Agency MBS	Government National Mortgage Association	07/20/2028	03/31/2020	86,461.05	90,189.68	---	90,709.75	681.46	3.000	1.005	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3622A2GC0	Agency MBS	Government National Mortgage Association	03/15/2028	04/30/2020	52,939.21	55,073.32	---	55,140.95	232.69	2.500	0.549	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	36179RFD6	Agency MBS	Government National Mortgage Association	06/20/2030	05/01/2020	16,728.79	17,554.77	---	17,604.21	(10.50)	3.000	1.218	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	31418DQ47	Agency MBS	Federal National Mortgage Association	07/01/2035	02/24/2021	207,094.08	214,568.88	---	213,777.01	(486.35)	2.000	1.101	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	31418D5A1	Agency MBS	Federal National Mortgage Association	08/01/2035	08/31/2020	92,678.93	98,007.97	---	98,243.37	77.76	3.000	1.071	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3140RME0	Agency MBS	Federal National Mortgage Association	12/01/2032	12/30/2020	26,706.10	28,492.06	---	28,237.69	(255.81)	3.000	1.148	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3132AEFC5	Agency MBS	Federal Home Loan Mortgage Corporation	11/01/2030	---	87,464.26	94,046.40	---	93,697.84	(128.94)	3.500	0.424	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3140X7L56	Agency MBS	Federal National Mortgage Association	08/01/2035	05/25/2021	115,258.45	121,003.36	---	120,894.58	(204.98)	2.500	0.876	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	31418DVU3	Agency MBS	Federal National Mortgage Association	01/01/2031	02/26/2021	230,902.11	239,560.95	---	238,916.73	(267.03)	2.000	0.879	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3132AEF68	Agency MBS	Federal Home Loan Mortgage Corporation	01/01/2033	05/12/2021	43,473.45	47,277.39	---	47,082.19	(236.43)	3.500	0.511	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	31418D5B6	Agency MBS	Federal National Mortgage Association	02/01/2036	02/24/2021	241,836.93	250,547.29	---	249,434.55	(700.66)	2.000	1.226	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3140X9VK8	Agency MBS	Federal National Mortgage Association	02/01/2035	02/10/2021	90,895.65	97,457.18	---	95,610.40	(1,811.16)	3.000	1.209	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	3138WEMJ5	Agency MBS	Federal National Mortgage Association	05/01/2030	02/26/2021	214,309.17	224,756.74	---	225,352.52	712.19	2.500	0.648	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	CCYUSD	Currency	UNITED STATES OF AMERICA	06/30/2021	---	-	0.00	---	0.00	-	0.000	0.000	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	CCYUSD	Currency	UNITED STATES OF AMERICA	06/30/2021	---	-	(279,702.28)	---	(279,702.28)	-	0.000	0.000	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	31846V203	MM Fund	First American Funds, Inc. - Government Obligations Fund	06/30/2021	---	-	322,050.23	---	322,050.23	-	0.010	0.010	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	912828H86	US Gov	United States Department of The Treasury	01/31/2022	04/29/2021	1,225,000.00	1,238,446.29	---	1,235,339.00	(54.00)	1.500	0.058	AAA
240907020	RCTC I-15 Pj RAMP UP RESERVE	912828J43	US Gov	United States Department of The Treasury	02/28/2022	---	318,242.19							

2017 Financing STAMP Portfolio Transaction Report by Account
Quarter ended June 30, 2021

Source Account	Account	Identifier	Description	Beginning Base Market Value	Base Purchases	Base Sales	Base Maturities and Redemptions	Base Paydowns	Net Total Realized Gain/Loss	Base Amortization/A	Base Change In Net Unrealized Gain/Loss	Ending Base Market Value	Ending Accrued Income Balance
240907004	MIM-RCTC Toll Revenue - I-15	3814IG087	GOLDMAN SACHS GROUP INC	939,168.00	-	-	-	-	-	(12,011.00)	680.00	927,837.00	22,568.75
240907004	MIM-RCTC Toll Revenue - I-15	46625HJD3	JPMORGAN CHASE & CO	1,034,170.00	-	-	-	-	-	(10,606.80)	476.80	1,024,040.00	19,625.00
240907004	MIM-RCTC Toll Revenue - I-15	927804FJ8	VIRGINIA ELECTRIC AND POWER CO	775,792.50	-	-	-	-	-	(5,783.40)	833.40	770,842.50	8,625.00
240907004	MIM-RCTC Toll Revenue - I-15	06051GFZ7	BANK OF AMERICA CORP	930,699.60	-	-	-	-	-	(4,895.63)	360.03	926,164.00	4,477.59
240907004	MIM-RCTC Toll Revenue - I-15	912828H86	UNITED STATES TREASURY	-	1,920,855.47	-	-	-	-	(4,735.71)	(83.76)	1,916,036.00	11,888.12
240907004	MIM-RCTC Toll Revenue - I-15	172961LQ2	CITIGROUP INC	774,120.00	-	-	-	-	-	(4,449.05)	2,131.55	771,802.50	3,600.00
240907004	MIM-RCTC Toll Revenue - I-15	912828T67	UNITED STATES TREASURY	1,510,425.00	-	-	-	-	-	(4,309.77)	(375.23)	1,505,940.00	3,158.97
240907004	MIM-RCTC Toll Revenue - I-15	025816C29	AMERICAN EXPRESS CO	453,528.47	-	-	-	-	-	(2,584.11)	401.43	431,345.79	1,324.81
240907004	MIM-RCTC Toll Revenue - I-15	912828T61	UNITED STATES TREASURY	301,698.00	-	(100,296.88)	-	-	18.79	(1,150.05)	12.14	200,282.00	1,459.94
240907004	MIM-RCTC Toll Revenue - I-15	61746BEA0	MORGAN STANLEY	864,846.72	-	-	(864,000.00)	-	-	(1,062.21)	215.49	-	-
240907004	MIM-RCTC Toll Revenue - I-15	98162CAE1	WOLS 2018-B A4	-	551,246.09	-	-	(550,000.00)	(526.58)	(719.51)	-	-	-
240907004	MIM-RCTC Toll Revenue - I-15	912828T56	UNITED STATES TREASURY	401,408.00	-	(400,734.38)	-	-	64.90	(703.52)	(35.00)	-	-
240907004	MIM-RCTC Toll Revenue - I-15	45866FAR5	INTERCONTINENTAL EXCHANGE INC	-	901,242.00	-	-	-	-	(692.20)	(54.80)	900,495.00	307.55
240907004	MIM-RCTC Toll Revenue - I-15	34528DAD5	FORDL 2019-B A3	-	329,746.69	-	-	(123,001.42)	(508.75)	(581.55)	3.79	205,658.76	202.27
240907004	MIM-RCTC Toll Revenue - I-15	65474VAQ4	NMOTR 2019-A A	-	622,494.53	-	-	-	-	(378.64)	(51.29)	622,064.60	174.39
240907004	MIM-RCTC Toll Revenue - I-15	3137BFDQ1	FHMS K-717 A2	112,016.63	-	-	-	(22,585.30)	(76.46)	(376.68)	(160.42)	88,817.78	220.99
240907004	MIM-RCTC Toll Revenue - I-15	3137B7YX1	FHMS K-037 A1	59,912.29	-	-	-	(6,889.58)	(349.50)	(373.05)	372.22	52,672.38	111.53
240907004	MIM-RCTC Toll Revenue - I-15	60956PWG3	MONMOUTH CNTY N J IMPT AUTH REV	75,752.25	-	-	-	-	-	(297.94)	(10.31)	75,444.00	962.50
240907004	MIM-RCTC Toll Revenue - I-15	3137BC2N7	FHMS K-X01 A	-	140,353.13	-	-	(1,440.32)	(16.09)	(287.09)	104.93	138,714.55	270.50
240907004	MIM-RCTC Toll Revenue - I-15	31416BTW8	FN 955265	168,180.99	-	-	(33,077.58)	(854.57)	(257.97)	(600.03)	133,390.83	590.03	
240907004	MIM-RCTC Toll Revenue - I-15	14040HBM6	CAPITAL ONE FINANCIAL CORP	-	452,758.50	-	-	-	-	(257.91)	(174.09)	452,326.50	295.11
240907004	MIM-RCTC Toll Revenue - I-15	23585AAC2	DTKT 2020-1 A3	-	171,168.75	-	-	-	-	(254.31)	267.06	171,181.50	92.18
240907004	MIM-RCTC Toll Revenue - I-15	3135605F6	FEDERAL NATIONAL MORTGAGE ASSOCIATION	1,252,312.50	-	(1,252,325.00)	-	-	685.58	(254.16)	(418.91)	-	-
240907004	MIM-RCTC Toll Revenue - I-15	3137B7YX1	FHMS K-037 A1	277,094.24	-	-	-	(31,864.30)	(185.44)	(217.84)	(1,217.03)	243,609.74	515.83
240907004	MIM-RCTC Toll Revenue - I-15	3137B36H6	FHMS K-029 A1	73,881.14	-	-	-	(18,709.10)	(201.94)	(188.63)	10.53	54,992.00	128.09
240907004	MIM-RCTC Toll Revenue - I-15	3137B7YX1	FHMS K-037 A1	59,912.29	-	-	-	(6,889.58)	(144.93)	(157.57)	(47.83)	52,672.38	111.53
240907004	MIM-RCTC Toll Revenue - I-15	912828608	UNITED STATES TREASURY	1,050,063.00	-	-	(1,050,000.00)	-	-	(121.79)	58.79	-	-
240907004	MIM-RCTC Toll Revenue - I-15	912828608	UNITED STATES TREASURY	750,045.00	-	-	(750,000.00)	-	-	(89.98)	44.98	-	-
240907004	MIM-RCTC Toll Revenue - I-15	87165LBB6	SYNCT 2016-2 A	526,228.50	-	-	-	(525,000.00)	(4.09)	(87.76)	(1,136.65)	-	-
240907004	MIM-RCTC Toll Revenue - I-15	3137AG3X6	FHR 3943 GE	-	58,148.79	-	-	(58,039.97)	(32.54)	(76.28)	-	-	-
240907004	MIM-RCTC Toll Revenue - I-15	60683B853	Mitsubishi UFJ Trust and Banking Corp. (New York B	-	1,000,133.12	-	-	-	-	(73.22)	50.10	1,000,110.00	794.44
240907004	MIM-RCTC Toll Revenue - I-15	60710AWB4	Mizuho Bank Ltd., New York Branch	1,500,195.00	-	-	-	-	-	(56.76)	86.76	1,500,225.00	1,540.00
240907004	MIM-RCTC Toll Revenue - I-15	65602V6W1	Norinchukin Bank NY Branch	1,000,150.00	-	-	(1,000,000.00)	-	-	(33.30)	(116.70)	-	-
240907004	MIM-RCTC Toll Revenue - I-15	05586VAC6	BMWLT 2019-1 A3	36,807.68	-	-	-	(36,759.16)	0.00	(22.56)	(25.96)	-	-
240907004	MIM-RCTC Toll Revenue - I-15	3137B36H6	FHMS K-029 A1	8,247.89	-	-	-	(2,094.30)	(12.72)	(13.20)	(16.62)	6,111.04	14.34
240907004	MIM-RCTC Toll Revenue - I-15	31416BTW8	FN 955265	7,491.77	-	-	-	(1,473.47)	(38.07)	(11.49)	(26.73)	5,942.01	26.28
240907004	MIM-RCTC Toll Revenue - I-15	31677QBQ3	FIFTH THIRD BANK NA (OHIO)	501,115.00	-	-	(500,000.00)	-	-	(7.45)	(1,107.55)	-	-
240907004	MIM-RCTC Toll Revenue - I-15	14687AAM0	CRVNA 2020-P1 A2	-	184,822.81	-	-	(36,721.14)	(2.72)	(1.98)	40.60	148,137.58	26.49
240907004	MIM-RCTC Toll Revenue - I-15	31846V203	FIRST AMER-GVT OBLG Y	1,135,296.05	12,583,546.60	(13,589,524.68)	-	-	-	-	-	129,317.97	-
240907004	MIM-RCTC Toll Revenue - I-15	CCYUSD	Payable	(1,074,633.87)	-	-	-	-	-	-	-	-	-
240907004	MIM-RCTC Toll Revenue - I-15	198479G20	COLORADO HSG & FIN AUTH	1,500,000.00	-	-	-	-	-	-	-	1,500,000.00	343.56
240907004	MIM-RCTC Toll Revenue - I-15	97689P2K3	WISCONSIN HSG & ECONOMIC DEV AUTH HOME OWNERSHIP R	1,200,000.00	-	-	-	-	-	-	-	1,200,000.00	260.00
240907004	MIM-RCTC Toll Revenue - I-15	45818WC99	INTER-AMERICAN DEVELOPMENT BANK	1,503,630.00	-	-	-	-	-	-	(510.00)	1,503,120.00	180.42
240907004	MIM-RCTC Toll Revenue - I-15	3137FQXG3	FHMS K-105 A	636,248.98	-	-	-	(0.01)	-	-	(95.27)	636,153.70	8,684.24
240907004	MIM-RCTC Toll Revenue - I-15	69553RFU7	PNC BANK NA	536,000.45	-	-	-	-	-	-	-	536,000.45	268.32
240907004	MIM-RCTC Toll Revenue - I-15	43813KA00	HAROT 2020-3 A1	145,570.86	-	-	-	(145,570.85)	(0.01)	-	(0.00)	-	-
240907004	MIM-RCTC Toll Revenue - I-15	57582RM37	MASSACHUSETTS (COMMONWEALTH OF)	375,052.50	-	-	(375,000.00)	-	-	-	(52.50)	-	-
240907004	MIM-RCTC Toll Revenue - I-15	23504MAC8	DALLAS FT WORTH TEX INTL ARPT REV SUB LIEN TAXABLE	140,065.60	-	-	-	-	-	-	(8.20)	410,057.40	843.92
240907004	MIM-RCTC Toll Revenue - I-15	14913R2E6	CATERPILLAR FINANCIAL SERVICES CORP	500,525.00	-	-	-	-	-	-	50.00	500,575.00	494.80
240907004	MIM-RCTC Toll Revenue - I-15	459058J07	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM	205,098.40	-	-	-	-	-	-	(2.05)	205,096.35	64.56
240907004	MIM-RCTC Toll Revenue - I-15	56052FJB2	MAINE ST HSG AUTH MTG PUR	440,000.00	-	-	-	-	-	-	-	440,000.00	48.22
240907004	MIM-RCTC Toll Revenue - I-15	57419PT70	MARYLAND ST CMNTY DEV ADMIN DEPT HSG & CMNTY DEV	600,000.00	-	-	-	-	-	-	-	600,000.00	204.00
240907004	MIM-RCTC Toll Revenue - I-15	658886D26	NORTH DAKOTA ST HSG FIN AGY MTG REV	430,000.00	-	-	-	-	-	-	-	430,000.00	212.03
240907004	MIM-RCTC Toll Revenue - I-15	22550UAB7	CREDIT SUISSE AG (NEW YORK BRANCH)	406,187.00	-	-	-	-	-	-	3,796.60	409,983.60	274.07
240907004	MIM-RCTC Toll Revenue - I-15	63902HAD1	NATURE CONSERVANCY	74,996.25	-	-	-	-	-	-	3.75	75,000.00	99.06
240907004	MIM-RCTC Toll Revenue - I-15	51501HAK5	Landesbank Baden-Württemberg, New York Branch	1,000,160.00	-	-	-	-	-	-	170.00	1,000,330.00	1,000.00
240907004	MIM-RCTC Toll Revenue - I-15	3130ALJ28	FEDERAL HOME LOAN BANKS	750,097.50	-	-	-	(750,000.00)	-	-	(97.50)	-	-
240907004	MIM-RCTC Toll Revenue - I-15	46647PCA2	JPMORGAN CHASE & CO	340,921.40	-	-	-	-	-	-	1,156.00	342,077.40	88.12
240907004	MIM-RCTC Toll Revenue - I-15	92343VG00	VERIZON COMMUNICATIONS INC	340,914.60	-	-	-	-	-	-	1,642.20	342,556.80	46.75
240907004	MIM-RCTC Toll Revenue - I-15	65339KVB1	NEXTERA ENERGY CAPITAL HOLDINGS INC	225,562.50	-	-	-	-	-	-	564.75	226,127.25	105.85
240907004	MIM-RCTC Toll Revenue - I-15	13013KAA1	CALIFORNIA CMNTY COLLEGE DISTX TAX & REV ANTIC NT	149,994.00	-	-	-	-	-	-	(4.50)	149,989.50	94.79
240907004	MIM-RCTC Toll Revenue - I-15	842400HC0	SOUTHERN CALIFORNIA EDISON CO	220,343.20	-	-	-	-	-	-	521.40	220,864.60	470.07
240907004	MIM-RCTC Toll Revenue - I-15	98162CAE1	WOLS 2018-B A4	551,292.50	(551,246.09)	-	-	-	-	-	(46.41)	-	-
240907004	MIM-RCTC Toll Revenue - I-15	57419PT70	MARYLAND ST CMNTY DEV ADMIN DEPT HSG & CMNTY DEV	400,000.00	-	-	-	-	-	-	-	400,000.00	136.00
240907004	MIM-RCTC Toll Revenue - I-15	88276SHH4	TEXAS PUBLIC FINANCE AUTHORITY	-	190,000.00	-	-	-	-	-	9.50	190,009.50	38.79
240907004	MIM-RCTC Toll Revenue - I-15	83050PRZ2	Skandinaviska Enskilda Banken AB (publ)	700,014.00	-	-	-	-	-	0.01	76.99	700,091.00	442.94
240907004	MIM-RCTC Toll Revenue - I-15	14315PA81	CARMX 2019-3 A2A	64,009.15	-	-	-	(63,859.71)	0.27	0.11	(149.82)	-	-
240907004	MIM-RCTC Toll Revenue - I-15	12597PAB4	CNH 2020-A A2	65,574.66	-	-	-	(30,924.65)	0.81	0.39	(109.37)	34,541.84	16.55
240907004	MIM-RCTC Toll Revenue - I-15	3134GXFJ2	FEDERAL HOME LOAN MORTGAGE CORP	404,708.40	-	-	-	-	-	1.26	(321.21)	404,388.45	2.25
240907004	MIM-RCTC Toll Revenue - I-15	05586F5B9	BNP Paribas New York Branch	1,150,023.00	-	-	(1,150,000.00)	-	-	2.56	(25.56)	-	-
240907004	MIM-RCTC Toll Revenue - I-15	14687AAM0	CRVNA 2020-P1 A2	385,065.45	-	-	-	(84,928.50)	2.80	3.37	30.40	300,173.53	53.68
240907004	MIM-RCTC Toll Revenue - I-15	71112JL85	The Peoples Gas Light and Coke Company	-	599,983.50	-	-	-	-	3.67	0.83	599,988.00	-
240907004	MIM-RCTC Toll Revenue - I-15	26209AAE1	DRIVE 2019-4 B	261,747.20	-	-	-	(83,609.68)	1.99	3.84	(1,223.86)	176,919.49	174.82
240907004	MIM-RCTC Toll Revenue - I-15	65478AD29	NABOT 2018-A A3	47,492.30	-	-	-	(47,871.45)	6.97	5.10	(82.92)	-	-
240907004	MIM-RCTC Toll Revenue - I-15	34528GAJ5	FORDO 2020-A A2	225,811.54	-	-	-	(127,855.89)	10.45	7.53	(386.34)	97,587.30	44.63
240907004	MIM-RCTC Toll Revenue - I-15	3134GV6H6	FEDERAL HOME LOAN MORTGAGE CORP	500,165.00	-	-	-	-	-	16.78	(181.78)	500,000.00	715.56
240907004	MIM-RCTC Toll Revenue - I-15	3134GWEH5	FEDERAL HOME LOAN MORTGAGE CORP	750,292.50	-	-	-	-	-	18.87	(258.87)	750,052.50	898.33
240907004	MIM-RCTC Toll Revenue - I-15	02361KSH8	Ameren Illinois Company	-	799,980.00	-	(800,000.00)	-	-	-	20.00	-	-
240907004	MIM-RCTC Toll Revenue - I-15	24422EVM8	JOHN DEERE CAPITAL CORP	625,000.00	-	-	-	-	-	29.03	(210.28)	624,818.75	507.81
240907004	MIM-RCTC Toll Revenue - I-15	63743CU76	National Rural Utilities Cooperative Finance Corp	-	999,959.17	-	-	-	-	29.16	(8.33)	999,980.00	-
240907004	MIM-RCTC Toll Revenue - I-15	26055ATM8	The Dow Chemical Company	-	524,966.75	-	(525,000.00)	-	-	33.25	-	-	

2017 Financing STAMP Portfolio Transaction Report by Account

Quarter ended June 30, 2021

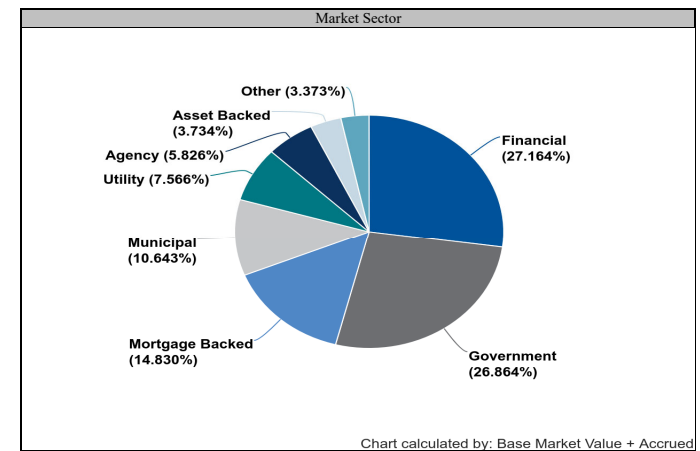
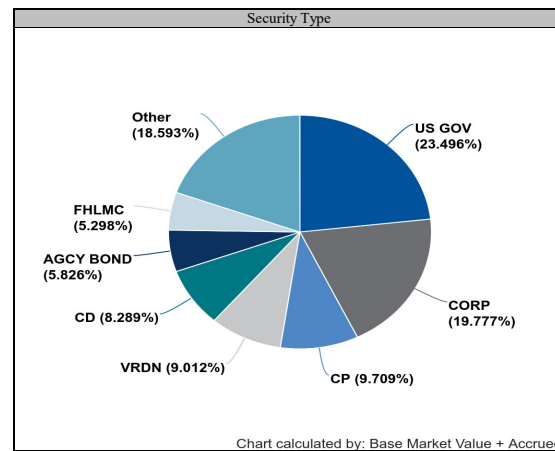
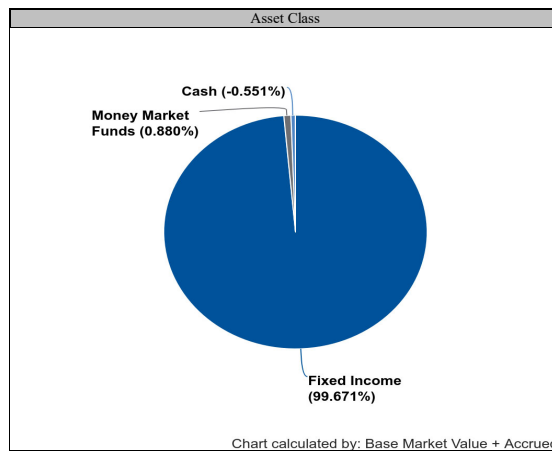
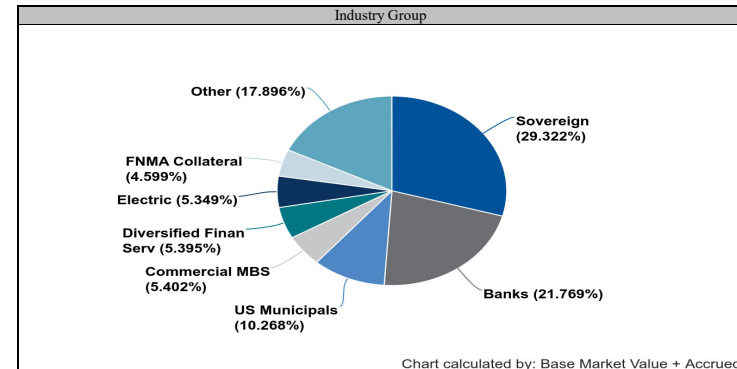
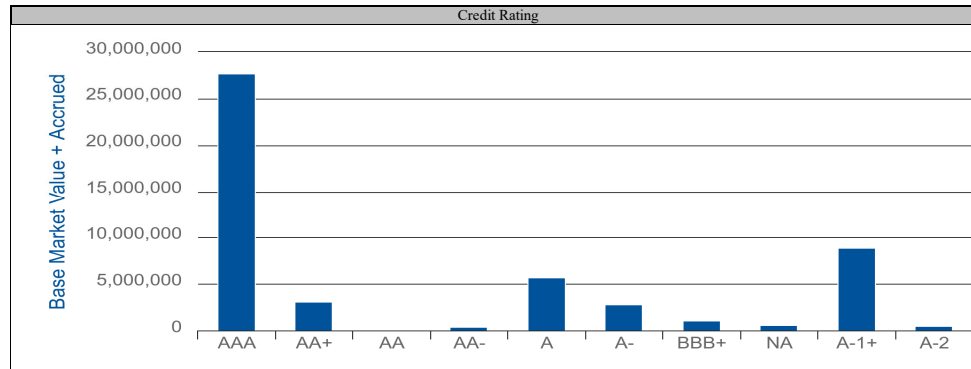
Source Account	Account	Identifier	Description	Beginning Base Market Value	Base Purchases	Base Sales	Base Maturities and Redemptions	Base Paydowns	Net Total Realized Gain/Loss	Base Amortization/A	Base Change In Net Unrealized Gain/Loss	Ending Base Market Value	Ending Accrued Income Balance
240907004	MIM-RCTC Toll Revenue - I-15	69350ARP5	PPG Industries, Inc.	774,907.00	-	-	(775,000.00)	-	-	80.51	12.49	-	-
240907004	MIM-RCTC Toll Revenue - I-15	63743CSJ3	National Rural Utilities Cooperative Finance Corp	-	999,887.50	(249,996.25)	(750,000.00)	-	2.50	106.25	-	-	-
240907004	MIM-RCTC Toll Revenue - I-15	07274LV53	Bayerische Landesbank, New York Branch	-	899,772.00	-	-	-	-	123.00	15.00	899,910.00	-
240907004	MIM-RCTC Toll Revenue - I-15	80285PU18	Santander UK plc	899,595.00	-	-	-	-	-	386.75	18.25	900,000.00	-
240907004	MIM-RCTC Toll Revenue - I-15	02665JTG5	American Honda Finance Corporation	-	899,568.00	-	(900,000.00)	-	-	432.00	-	-	-
240907004	MIM-RCTC Toll Revenue - I-15	80285PU25	Santander UK plc	999,390.00	-	-	-	-	-	505.56	14.44	999,910.00	-
				37,554,130.24	26,204,112.70	(16,592,833.86)	(10,439,000.00)	(2,838,461.53)	(1,954.43)	(55,904.92)	3,988.55	34,908,710.62	101,229.23
240907020	RCTC I-15 Pj RAMP UP RESERVE	912828T67	UNITED STATES TREASURY	1,309,035.00	-	(201,015.63)	-	-	42.88	(3,643.35)	(62.91)	1,104,356.00	2,316.58
240907020	RCTC I-15 Pj RAMP UP RESERVE	912828H86	UNITED STATES TREASURY	-	1,238,446.29	-	-	-	-	(3,053.29)	(54.00)	1,235,339.00	7,664.71
240907020	RCTC I-15 Pj RAMP UP RESERVE	912828Y27	UNITED STATES TREASURY	607,008.00	-	-	-	-	-	(2,315.41)	(30.59)	604,662.00	26.49
240907020	RCTC I-15 Pj RAMP UP RESERVE	912828Y99	FHMS K-037 A2	224,693.81	-	-	-	-	-	(1,567.35)	16.57	223,143.03	607.84
240907020	RCTC I-15 Pj RAMP UP RESERVE	912828YK0	UNITED STATES TREASURY	407,592.00	-	-	-	-	-	(1,199.87)	(80.13)	406,312.00	1,157.10
240907020	RCTC I-15 Pj RAMP UP RESERVE	912828Y27	FHMS K-039 A2	188,956.25	-	-	-	-	-	(1,174.64)	161.39	187,943.00	481.69
240907020	RCTC I-15 Pj RAMP UP RESERVE	9137EADB2	FEDERAL HOME LOAN MORTGAGE CORP	407,196.00	-	-	-	-	-	(712.45)	(1,587.55)	404,896.00	4,433.33
240907020	RCTC I-15 Pj RAMP UP RESERVE	912828Y27	UNITED STATES TREASURY	-	252,617.19	-	-	-	-	(645.81)	(28.88)	251,942.50	11.04
240907020	RCTC I-15 Pj RAMP UP RESERVE	912828T67	UNITED STATES TREASURY	337,328.25	-	(336,701.17)	-	-	236.68	(605.72)	(258.04)	-	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	91392J6N4	FNR 0323B EQ	152,803.97	-	-	-	(29,465.08)	(1,009.25)	(563.63)	101.78	121,867.79	541.53
240907020	RCTC I-15 Pj RAMP UP RESERVE	9137BLW87	FHMS K-050 A1	106,463.43	0.18	-	-	(5,799.49)	2,044.24	(1,980.84)	100,188.41	224.45	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	9137BLW87	FHMS K-050 A1	-	109,378.67	-	-	(5,931.39)	(211.43)	(474.61)	(294.19)	102,467.05	229.55
240907020	RCTC I-15 Pj RAMP UP RESERVE	912828L57	UNITED STATES TREASURY	102,418.00	-	-	-	-	-	(406.87)	0.87	102,012.00	439.89
240907020	RCTC I-15 Pj RAMP UP RESERVE	913418DV3	FN MA4226	249,660.49	-	-	-	(10,430.00)	(384.31)	(362.49)	433.04	238,916.73	384.84
240907020	RCTC I-15 Pj RAMP UP RESERVE	913418DX0	FN MA4279	255,174.81	-	-	-	(6,865.60)	(247.17)	(307.27)	1,679.77	249,434.55	402.73
240907020	RCTC I-15 Pj RAMP UP RESERVE	912828T67	UNITED STATES TREASURY	151,042.50	-	(150,761.72)	-	-	-	(301.55)	(12.07)	-	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	9134083B2	FN BM4407	236,334.05	-	-	-	-	-	(819.64)	(268.79)	1,005.85	218,157.03
240907020	RCTC I-15 Pj RAMP UP RESERVE	9138EQJ3	FN AL7688	231,715.11	-	-	-	(14,846.46)	(1,101.35)	(261.31)	(232.51)	215,273.47	580.80
240907020	RCTC I-15 Pj RAMP UP RESERVE	9131X3H7	FH ZK3500	223,219.80	-	-	-	(17,835.51)	(787.10)	(245.71)	915.53	205,267.02	408.13
240907020	RCTC I-15 Pj RAMP UP RESERVE	913418DQ4	FN MA4074	233,855.48	-	-	-	(20,089.02)	(717.23)	(230.83)	952.61	213,777.01	345.16
240907020	RCTC I-15 Pj RAMP UP RESERVE	9137BF80	FHMS K-041 A1	85,232.12	-	-	-	(5,078.10)	(177.30)	(215.23)	80.13	79,941.62	174.83
240907020	RCTC I-15 Pj RAMP UP RESERVE	9138WEMJ5	FN AS4860	241,141.13	-	-	-	(15,684.18)	(766.55)	(808.63)	225,352.52	446.48	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	91346GWE1	FEDERAL HOME LOAN MORTGAGE CORP	399,648.00	-	-	-	-	-	(194.85)	362.85	399,816.00	209.78
240907020	RCTC I-15 Pj RAMP UP RESERVE	9137AYCE9	FHMS K-025 A2	103,098.00	-	-	-	(190.42)	-	(168.58)	102,739.00	223.50	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	9128MMT52	FH G18571	253,089.76	-	-	-	(25,299.24)	(1,188.82)	(186.07)	888.98	227,304.61	452.09
240907020	RCTC I-15 Pj RAMP UP RESERVE	91307NP40	FH J32243	91,321.77	-	-	-	(4,346.42)	(312.73)	(176.31)	39.22	86,525.54	204.35
240907020	RCTC I-15 Pj RAMP UP RESERVE	912828L57	UNITED STATES TREASURY	640,112.50	-	-	-	-	-	(154.86)	(2,382.64)	637,575.00	2,749.32
240907020	RCTC I-15 Pj RAMP UP RESERVE	9136QX088	GN 779250	136,047.20	-	-	-	(11,058.16)	(509.23)	(147.72)	(530.89)	123,801.20	294.51
240907020	RCTC I-15 Pj RAMP UP RESERVE	912828ZD5	UNITED STATES TREASURY	171,096.50	-	-	-	-	-	(143.46)	(89.44)	170,863.60	249.46
240907020	RCTC I-15 Pj RAMP UP RESERVE	912828ZD5	UNITED STATES TREASURY	176,128.75	-	-	-	-	-	(143.39)	(96.36)	175,889.00	256.79
240907020	RCTC I-15 Pj RAMP UP RESERVE	912828ZD5	UNITED STATES TREASURY	171,096.50	-	-	-	-	-	(140.23)	(92.67)	170,863.60	249.46
240907020	RCTC I-15 Pj RAMP UP RESERVE	912828ZD5	UNITED STATES TREASURY	176,128.75	-	-	-	-	-	(137.44)	(102.31)	175,889.00	256.79
240907020	RCTC I-15 Pj RAMP UP RESERVE	912828ZD5	UNITED STATES TREASURY	176,128.75	-	-	-	-	-	(134.43)	(105.32)	175,889.00	256.79
240907020	RCTC I-15 Pj RAMP UP RESERVE	9140X4I90	FN FM1155	156,768.82	-	-	-	(14,007.76)	(720.90)	(114.73)	916.18	142,841.60	284.74
240907020	RCTC I-15 Pj RAMP UP RESERVE	9137B4S2	FHR 4243 LH	70,598.44	-	-	-	(25,501.04)	(203.27)	(113.18)	(195.11)	45,885.84	101.14
240907020	RCTC I-15 Pj RAMP UP RESERVE	9138JPZ5	FN AL2239	23,280.13	-	-	-	(4,396.48)	(43.14)	(106.30)	(21.93)	18,712.27	46.21
240907020	RCTC I-15 Pj RAMP UP RESERVE	9140X4T10	FN FM1454	78,268.91	-	-	-	(6,416.19)	(297.24)	(100.96)	286.13	71,740.65	143.08
240907020	RCTC I-15 Pj RAMP UP RESERVE	9137B6D5	FHR 4272 YG	82,996.14	-	-	-	(10,933.15)	(230.89)	(99.90)	(19.02)	71,713.19	117.30
240907020	RCTC I-15 Pj RAMP UP RESERVE	91394KJP0	FHR 2682 JG	45,214.48	-	-	-	(7,511.33)	(279.81)	(98.76)	46.42	37,371.00	135.53
240907020	RCTC I-15 Pj RAMP UP RESERVE	912828608	UNITED STATES TREASURY	825,049.50	-	-	(825,000.00)	-	-	(95.70)	46.20	-	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	9138ETQ04	FN AL8561	44,688.93	-	-	-	(3,150.79)	(259.69)	(81.22)	41,101.73	110.30	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	912828Y0	UNITED STATES TREASURY	-	467,701.17	-	-	-	-	(82.23)	664.56	468,283.50	21.40
240907020	RCTC I-15 Pj RAMP UP RESERVE	9137BQI71	FHMS K-PLB A	-	53,908.20	-	-	-	-	(80.04)	(210.16)	53,618.00	115.42
240907020	RCTC I-15 Pj RAMP UP RESERVE	91307NTZ7	FH J32368	80,645.85	-	-	-	(6,060.70)	(285.49)	(79.11)	303.44	74,524.00	148.26
240907020	RCTC I-15 Pj RAMP UP RESERVE	912828609	UNITED STATES TREASURY	40,904.80	-	-	-	-	-	(67.65)	(130.75)	40,706.40	108.56
240907020	RCTC I-15 Pj RAMP UP RESERVE	9140X9VK8	FN FM6017	102,956.79	-	-	-	(6,640.10)	(479.48)	(66.93)	(159.87)	95,610.40	227.24
240907020	RCTC I-15 Pj RAMP UP RESERVE	912828Y27	UNITED STATES TREASURY	53,738.63	-	-	-	(4,367.97)	(192.72)	(64.92)	(211.55)	48,901.46	116.33
240907020	RCTC I-15 Pj RAMP UP RESERVE	912828Y27	UNITED STATES TREASURY	-	50,455.08	-	-	-	-	(59.31)	(7.27)	50,388.50	2.21
240907020	RCTC I-15 Pj RAMP UP RESERVE	9138X0ZV7	FN AU1658	105,151.29	-	-	-	(8,947.26)	(427.84)	(57.54)	403.60	96,122.25	191.13
240907020	RCTC I-15 Pj RAMP UP RESERVE	9140X4I90	FN FM1155	75,432.69	-	-	-	(6,740.14)	(373.09)	(55.64)	467.49	68,731.31	137.01
240907020	RCTC I-15 Pj RAMP UP RESERVE	9132AEFC5	FH ZT1963	57,853.04	-	-	-	(4,013.48)	(291.27)	(53.45)	(399.39)	53,095.45	144.56
240907020	RCTC I-15 Pj RAMP UP RESERVE	9136AQZK9	FNR 2015-89 KE	70,487.96	-	-	-	(4,876.18)	(156.47)	(50.97)	7.91	65,412.26	105.82
240907020	RCTC I-15 Pj RAMP UP RESERVE	9137A6Z47	FHR 3806 P	35,106.14	-	(31,211.86)	-	(3,739.87)	(140.87)	(50.05)	36.53	0.02	0.00
240907020	RCTC I-15 Pj RAMP UP RESERVE	9137BQI71	FHMS K-PLB A	-	107,292.97	-	-	-	-	(46.88)	(10.09)	107,236.00	230.83
240907020	RCTC I-15 Pj RAMP UP RESERVE	91375XC04	GNR 2008-047 PC	11,182.54	-	-	-	(2,928.08)	(36.35)	(43.52)	(32.82)	8,141.77	33.32
240907020	RCTC I-15 Pj RAMP UP RESERVE	91377QKH9	GNR 2011-018 PG	10,730.46	-	-	-	(1,918.58)	(30.41)	(43.15)	(6.86)	8,731.46	21.28
240907020	RCTC I-15 Pj RAMP UP RESERVE	912828G00	GN 783795	60,578.36	-	-	-	(5,238.17)	(196.31)	(40.33)	37.41	55,140.95	110.29
240907020	RCTC I-15 Pj RAMP UP RESERVE	9137BZT78	FHR 4221 GA	55,345.19	-	-	-	(12,748.34)	(56.50)	(33.89)	29.53	42,535.99	49.44
240907020	RCTC I-15 Pj RAMP UP RESERVE	9137B9B87	FHR 4328 EA	21,373.76	-	-	-	(2,988.93)	(63.91)	(31.76)	(12.78)	18,276.39	36.98
240907020	RCTC I-15 Pj RAMP UP RESERVE	9137BQBY2	FHMS K-722 A1	54,728.45	-	-	-	(19,779.13)	(29.30)	(29.12)	(338.29)	34,552.60	62.24
240907020	RCTC I-15 Pj RAMP UP RESERVE	9137ARVU7	FHR 4073 AJ	30,259.93	-	-	-	(28,937.08)	(107.15)	(27.91)	22.85	1,210.65	3.03
240907020	RCTC I-15 Pj RAMP UP RESERVE	9136A7D25	FNR 2012-83 PC	54,332.03	-	-	-	(14,587.07)	(166.92)	(27.21)	(546.26)	39,003.67	94.87
240907020	RCTC I-15 Pj RAMP UP RESERVE	91377FLC7	GNR 2010-116 NE	21,600.72	-	-	-	(6,565.72)	(62.91)	(27.15)	(19.20)	14,925.73	30.79
240907020	RCTC I-15 Pj RAMP UP RESERVE	913742C76	GNR 2008-032 PA	34,751.16	-	(31,347.78)	-	(4,740.76)	1,821.80	(25.01)	(459.41)	-	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	91376VZ66	GNR 2010-019 UA	15,575.82	-	-	-	(1,309.66)	(40.48)	(21.92)	(59.35)	14,144.41	44.51
240907020	RCTC I-15 Pj RAMP UP RESERVE	912828608	UNITED STATES TREASURY	200,012.00	-	-	(200,000.00)	-	-	(21.91)	9.91	-	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	913505F66	FEDERAL NATIONAL MORTGAGE ASSOCIATION	100,185.00	-	(100,185.60)	-	-	-	54.77	(20.66)	(33.51)	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	913305G23	FHS 370 A3	73,615.59	-	-	-	(6,326.30)	(86.42)	(18.69)	782.90	67,967.08	56.15
240907020	RCTC I-15 Pj RAMP UP RESERVE	912828J43	UNITED STATES TREASURY	40,606.40	-	-	-	-	-	(17.08)	(142.52)	40,446.80	233.97
240907020	RCTC I-15 Pj RAMP UP RESERVE	9136ABN22	FNR 2012-148 MC	25,860.76	-	-	-						

2017 Financing STAMP Portfolio Transaction Report by Account

Quarter ended June 30, 2021

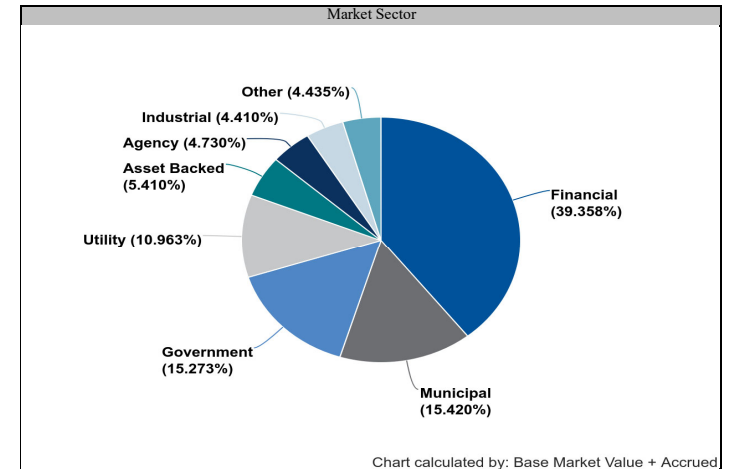
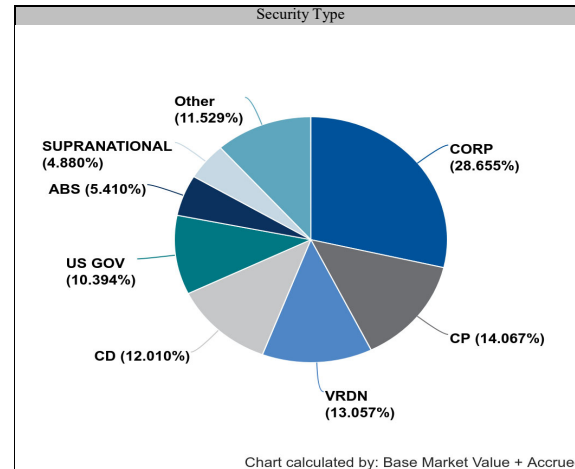
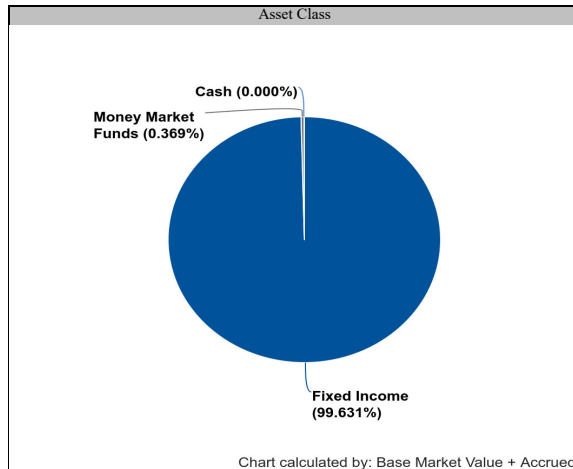
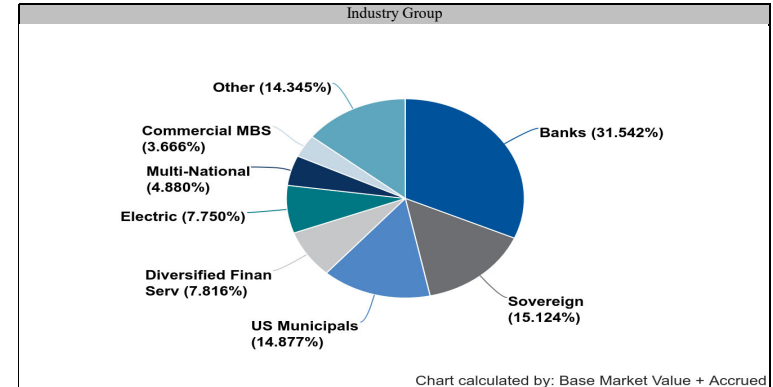
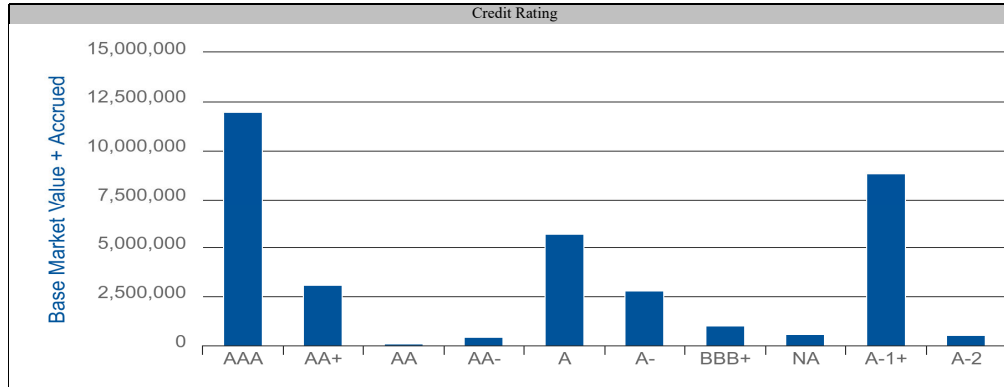
Source Account	Account	Identifier	Description	Beginning Base Market Value	Base Purchases	Base Sales	Base Maturities and Redemptions	Base Paydowns	Net Total Realized Gain/Loss	Base Amortization/A	Base Change In Net Unrealized Gain/Loss	Ending Base Market Value	Ending Accrued Income Balance
240907020	RCTC I-15 Pj RAMP UP RESERVE	3136AD2A0	FNR 2013-27 KA	30,899.90	-	-	-	(2,755.74)	(33.39)	(9.43)	(38.90)	28,062.44	28.86
240907020	RCTC I-15 Pj RAMP UP RESERVE	36202F3H7	G2 005300	24,409.90	-	-	-	(2,459.25)	(115.93)	(8.98)	(99.39)	21,726.34	51.78
240907020	RCTC I-15 Pj RAMP UP RESERVE	3137AH6C7	FHMS K-015 A2	70,339.11	-	-	-	(44,209.05)	(5.25)	(6.92)	(366.70)	25,751.18	69.32
240907020	RCTC I-15 Pj RAMP UP RESERVE	36179NKP2	G2 MA1202	-	27,309.27	-	-	(1,547.63)	(64.27)	(6.82)	50.92	25,741.48	51.42
240907020	RCTC I-15 Pj RAMP UP RESERVE	31406D08	FN BM1914	55,479.03	-	(50,491.79)	-	(4,832.39)	1,859.68	(6.75)	(2,007.78)	-	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	3136A72D3	FNA 2012-M9 A2	6,713.51	-	-	-	(2,395.01)	(5.50)	(6.56)	(31.48)	4,274.96	8.75
240907020	RCTC I-15 Pj RAMP UP RESERVE	3136AD2A0	FNR 2013-27 KA	23,174.92	-	-	-	(2,066.80)	(25.81)	(6.42)	(99.60)	21,046.82	21.65
240907020	RCTC I-15 Pj RAMP UP RESERVE	38379JM99	GNR 2015-045 AG	-	11,414.20	-	-	(4,032.63)	(3.19)	(6.16)	21.44	7,393.65	15.36
240907020	RCTC I-15 Pj RAMP UP RESERVE	38378HAU0	GNR 2012-096 AD	18,160.70	-	-	-	(1,770.96)	(31.73)	(6.12)	(22.00)	16,329.89	20.05
240907020	RCTC I-15 Pj RAMP UP RESERVE	36202FA30	G2 004526	10,913.51	-	(10,159.96)	-	(510.56)	130.49	(6.12)	(367.36)	-	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	3137AWWM3	FHR 4138 HA	14,053.64	-	-	-	(1,320.92)	(16.89)	(4.93)	(19.94)	12,690.96	13.01
240907020	RCTC I-15 Pj RAMP UP RESERVE	36178N899	GN AB2764	24,984.58	-	-	-	(2,286.16)	(22.63)	(4.80)	(57.14)	22,613.85	45.23
240907020	RCTC I-15 Pj RAMP UP RESERVE	3620AR867	GN 737261	14,144.72	-	-	-	(1,752.29)	(23.59)	(3.68)	(110.54)	12,254.62	38.50
240907020	RCTC I-15 Pj RAMP UP RESERVE	3137AWWM3	FHR 4138 HA	10,212.26	-	-	-	(959.86)	(12.27)	(3.58)	(14.49)	9,222.05	9.45
240907020	RCTC I-15 Pj RAMP UP RESERVE	31418CDH4	FN MA2803	-	46,744.91	-	-	(1,374.04)	(66.36)	(3.41)	(9.12)	45,291.99	90.05
240907020	RCTC I-15 Pj RAMP UP RESERVE	3620A9VV9	GN 723460	6,105.41	-	(5,237.60)	-	(792.35)	131.88	(2.86)	(204.47)	-	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	38379JM99	GNR 2015-045 AG	-	16,622.20	-	-	(1,181.98)	(11.99)	(1.93)	6.40	2,167.11	4.50
240907020	RCTC I-15 Pj RAMP UP RESERVE	3136A72D3	FNA 2012-M9 A2	1,678.38	-	-	-	(598.75)	(1.37)	(1.64)	(7.88)	1,068.74	2.19
240907020	RCTC I-15 Pj RAMP UP RESERVE	912828608	UNITED STATES TREASURY	20,000.60	-	-	(10,000.00)	-	-	(1.14)	0.54	-	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	3136A8SX9	FNR 2012-102 BJ	21,763.02	-	-	-	(2,218.82)	(41.71)	(0.92)	(43.48)	19,458.08	23.77
240907020	RCTC I-15 Pj RAMP UP RESERVE	38378PZ1	GNR 2014-010 B	14,978.73	-	-	-	(14,975.13)	(5.80)	(0.91)	3.11	-	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	36202F2H8	G2 005276	22,287.11	-	-	-	(2,574.91)	(56.86)	(0.55)	(112.74)	19,452.05	46.58
240907020	RCTC I-15 Pj RAMP UP RESERVE	38379JM99	GNR 2015-045 AG	-	-	(3,342.76)	-	(1,525.05)	(4.59)	(0.37)	(35.93)	-	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	36179MA46	G2 MA0825	21,295.10	-	-	-	(1,941.65)	(21.18)	(0.13)	(16.08)	19,316.06	38.58
240907020	RCTC I-15 Pj RAMP UP RESERVE	31846V303	FIRST AMER-GVT OBLG Y	121,491.02	2,310,132.05	(2,109,572.84)	-	-	-	-	-	322,050.23	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	CCYUSD	Cash	0.00	-	-	-	-	-	-	-	0.00	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	CCYUSD	Payable	0.00	-	-	-	-	-	-	-	(279,702.28)	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	31418AU48	FN MA1502	(0.00)	-	-	-	-	(0.00)	-	-	(0.00)	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	31381RL16	FN 468431	43,731.00	-	-	-	(43,745.90)	(11.14)	-	26.03	-	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	31418COM9	FN MA3159	0.02	-	-	-	-	(0.00)	-	(0.00)	0.01	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	3134GXDTH	FEDERAL HOME LOAN MORTGAGE CORP	64,929.15	-	-	-	-	-	-	52.00	64,981.15	23.38
240907020	RCTC I-15 Pj RAMP UP RESERVE	3130ALJ28	FEDERAL HOME LOAN BANKS	350,045.50	-	-	(350,000.00)	-	-	-	(45.50)	-	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	912828J43	UNITED STATES TREASURY	-	278,093.75	-	-	-	-	-	(22.00)	278,071.75	1,608.53
240907020	RCTC I-15 Pj RAMP UP RESERVE	36179NAU7	G2 MA0909	14,040.20	-	-	-	(1,296.50)	(69.27)	0.31	(54.80)	12,619.94	30.07
240907020	RCTC I-15 Pj RAMP UP RESERVE	3134GWT00	FEDERAL HOME LOAN MORTGAGE CORP	85,034.00	-	(85,028.05)	-	-	38.26	0.38	(44.59)	-	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	313812GH4	FN AM1999	20,712.85	-	-	-	(20,718.84)	33.44	0.48	(27.93)	-	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	3137ASR97	FHMS K-020 A1	1,222.05	-	-	-	(1,221.83)	2.41	1.14	(3.77)	-	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	3134GV6H6	FEDERAL HOME LOAN MORTGAGE CORP	125,041.25	-	-	-	-	1.40	(42.65)	125,000.00	178.89	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	3137ARBX3	FHR 4061 CF	3,407.95	-	-	-	(3,406.82)	17.01	2.04	(20.18)	-	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	38378KW47	GNR 2013-138 A	9,075.91	-	(8,227.50)	-	(840.12)	14.48	2.14	(24.91)	-	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	3132AEFC5	FH ZT1963	-	42,881.77	-	-	(2,035.28)	(151.69)	2.50	(94.90)	40,602.39	110.55
240907020	RCTC I-15 Pj RAMP UP RESERVE	38378HJH4	GNR 2012-119 KB	4,076.38	-	(3,682.71)	-	(437.65)	2.67	(197.03)	-	-	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	31366A6A6	FEDERAL NATIONAL MORTGAGE ASSOCIATION	130,027.30	-	-	-	-	2.69	(118.39)	129,911.60	69.33	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	3134GWY42	FEDERAL HOME LOAN MORTGAGE CORP	99,910.00	-	-	-	-	4.14	(41.14)	99,873.00	65.00	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	3136A4JW0	FNR 2012-20 BD	-	9,702.20	(9,380.14)	-	(330.73)	4.02	4.66	-	-	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	3132A8GL7	FH Z57403	-	72,157.53	-	-	(1,580.52)	(102.93)	5.66	(689.91)	69,789.83	165.48
240907020	RCTC I-15 Pj RAMP UP RESERVE	38378JZD7	GNR 2013-047 EC	10,957.99	-	-	-	(1,181.28)	10.73	6.41	(35.98)	9,757.88	12.05
240907020	RCTC I-15 Pj RAMP UP RESERVE	31408ME0	FN BM3956	30,531.50	-	-	-	(2,085.79)	(138.36)	7.45	(77.10)	28,237.69	66.77
240907020	RCTC I-15 Pj RAMP UP RESERVE	38377JM59	GNR 2010-111 PE	10,429.58	-	(7,807.53)	-	(3,624.98)	1,220.41	7.65	(225.12)	0.01	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	3137AXIH6	FHMS K-024 A1	13,673.32	-	-	-	(5,988.43)	18.99	7.65	(64.45)	7,647.08	11.13
240907020	RCTC I-15 Pj RAMP UP RESERVE	3137AJMF8	FHMS 2011-K016 A2	91,174.86	-	-	-	(40,574.00)	86.35	8.08	(674.93)	50,020.36	123.30
240907020	RCTC I-15 Pj RAMP UP RESERVE	3137BU1F7	FHMS K-027 A1	14,600.31	-	-	-	(2,741.07)	14.25	9.46	(68.09)	11,814.85	17.45
240907020	RCTC I-15 Pj RAMP UP RESERVE	3133EL7F5	FEDERAL FARM CREDIT BANKS FUNDING CORP	199,926.00	-	-	(200,000.00)	-	77.39	10.13	(15.52)	-	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	36179NHK7	G2 MA1134	100,911.69	-	-	-	(9,312.39)	(379.45)	10.80	(530.91)	90,709.75	216.15
240907020	RCTC I-15 Pj RAMP UP RESERVE	3128MMUL5	FH GH586	20,570.64	-	-	-	(1,791.08)	(96.79)	13.39	49.28	18,745.45	37.30
240907020	RCTC I-15 Pj RAMP UP RESERVE	91282CAp6	UNITED STATES TREASURY	39,864.00	-	-	-	-	14.04	(50.04)	39,828.00	10.52	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	36179RFD6	G2 MA2864	19,454.31	-	-	-	(1,732.66)	(89.70)	14.37	(42.11)	17,604.21	41.82
240907020	RCTC I-15 Pj RAMP UP RESERVE	313783NW4	FHMS K-031 A1	42,670.43	-	-	-	(6,900.74)	30.44	15.62	(266.43)	35,549.32	81.12
240907020	RCTC I-15 Pj RAMP UP RESERVE	91282CAp6	UNITED STATES TREASURY	174,405.00	-	-	-	-	-	16.35	(173.85)	174,247.50	46.02
240907020	RCTC I-15 Pj RAMP UP RESERVE	31378B453	FHR 4305 CT	48,255.77	-	-	-	(6,591.22)	51.28	20.65	(224.47)	41,512.01	67.97
240907020	RCTC I-15 Pj RAMP UP RESERVE	3136AC7J4	FNA 2013-M6 2A	30,455.97	-	-	-	(383.28)	2.35	23.85	(100.72)	29,998.16	63.28
240907020	RCTC I-15 Pj RAMP UP RESERVE	91282CAp6	UNITED STATES TREASURY	169,422.00	-	-	-	-	-	27.07	(180.07)	169,269.00	44.71
240907020	RCTC I-15 Pj RAMP UP RESERVE	3132A9Q00	FH Z58553	99,676.76	-	-	-	(9,833.53)	(478.57)	29.27	308.40	89,702.33	178.37
240907020	RCTC I-15 Pj RAMP UP RESERVE	3136AM4M8	FNA 2015-M4 AV2	66,972.28	-	-	-	(14,531.67)	63.33	32.77	(405.14)	52,141.57	108.22
240907020	RCTC I-15 Pj RAMP UP RESERVE	38378KWU9	GNR 2013-096 A	6,910.89	-	-	-	(2,693.27)	76.84	36.66	(126.81)	4,204.32	4.89
240907020	RCTC I-15 Pj RAMP UP RESERVE	38378VC45	GNR 2013-116 MA	36,406.75	-	-	-	(3,133.00)	76.06	42.49	(277.65)	33,114.65	60.36
240907020	RCTC I-15 Pj RAMP UP RESERVE	3132AEF68	FH ZT1989	-	48,418.25	-	-	(1,049.07)	(93.13)	42.56	(236.43)	47,082.19	126.80
240907020	RCTC I-15 Pj RAMP UP RESERVE	91282CAp6	UNITED STATES TREASURY	348,810.00	-	-	-	-	-	48.94	(363.94)	348,495.00	92.04
240907020	RCTC I-15 Pj RAMP UP RESERVE	912828P28	UNITED STATES TREASURY	254,650.65	-	-	-	-	-	51.40	(178.90)	254,523.15	40.71
240907020	RCTC I-15 Pj RAMP UP RESERVE	3136A96F0	FNA 2012-M17 A2	44,082.52	-	-	-	(4,787.55)	43.06	51.79	(326.74)	39,063.08	69.92
240907020	RCTC I-15 Pj RAMP UP RESERVE	91282CAp6	UNITED STATES TREASURY	164,439.00	-	-	-	-	-	61.55	(210.05)	164,290.50	43.39
240907020	RCTC I-15 Pj RAMP UP RESERVE	3132A9SM0	FH Z58624	60,449.31	-	-	-	(5,548.91)	(267.51)	73.75	340.29	55,046.92	109.45
240907020	RCTC I-15 Pj RAMP UP RESERVE	36179QZ48	G2 MA2569	86,344.57	-	-	-	(7,911.68)	(469.39)	74.20	(184.38)	77,853.33	184.47
240907020	RCTC I-15 Pj RAMP UP RESERVE	3137BU1F5	FHMS K-501 A2	100,347.44	-	-	-	(934.19)	90.24	5.98	(549.03)	98,960.44	203.63
240907020	RCTC I-15 Pj RAMP UP RESERVE	3140X7L56	FN FM3936	-	123,396.61	-	-	(2,279.62)	-	(116.04)	98.62	120,894.58	240.12
240907020	RCTC I-15 Pj RAMP UP RESERVE	912828T67	UNITED STATES TREASURY	166,146.75	-	-	(165,837.89)	-	1,116.56	114.86	(1,540.28)	-	-
240907020	RCTC I-15 Pj RAMP UP RESERVE	31418DSAI	FN MA4112	112,280.95	-	-	-	(12,904.84)	(742.82)	128.28	(518.20)	98,243.37	231.70
240907020	RCTC I-15 Pj RAMP UP RESERVE	912828P28	UNITED STATES TREASURY	599,178.00	-	-	-	-	-	134.27	(434.27)	598,878.00	95.79
240907020	RCTC I-15 Pj RAMP UP RESERVE	912828YK0	UNITED STATES TREASURY	188,511.30	-	-	-	-	-	134.89	(726.89)	187,919.30	535.16
240907020	RCTC I-15 Pj RAMP UP RES												

2017 Financing STAMP Portfolio Summary of Investments for quarter ended June 30, 2021



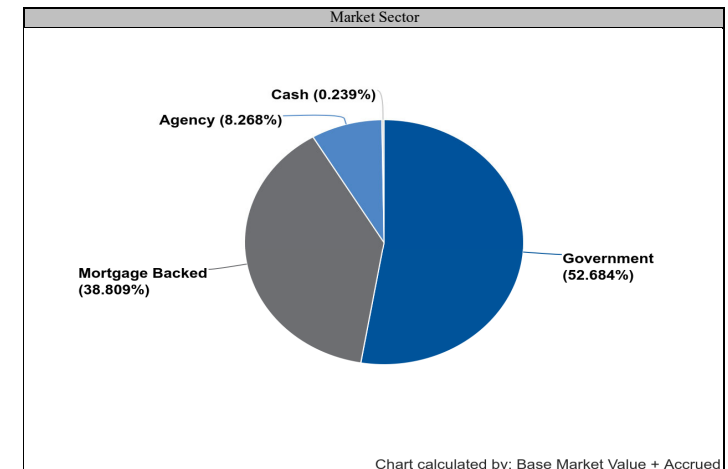
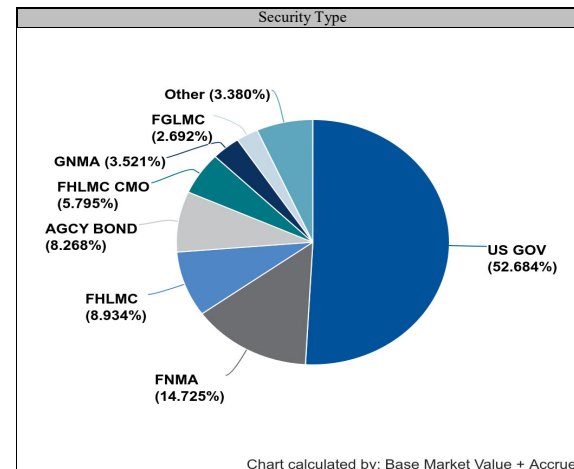
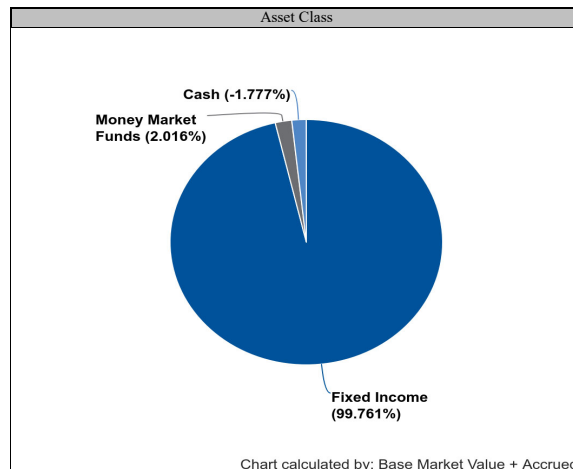
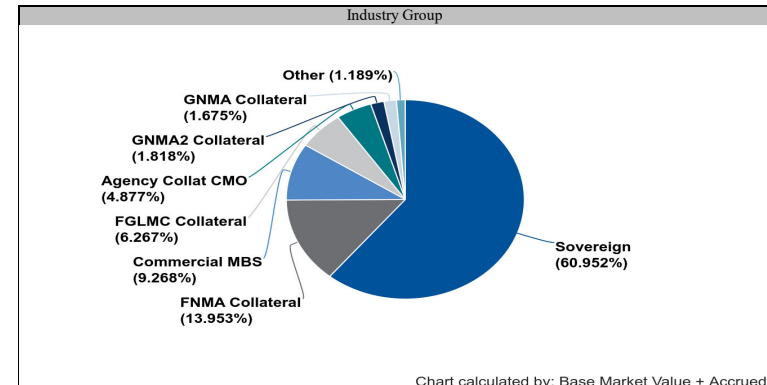
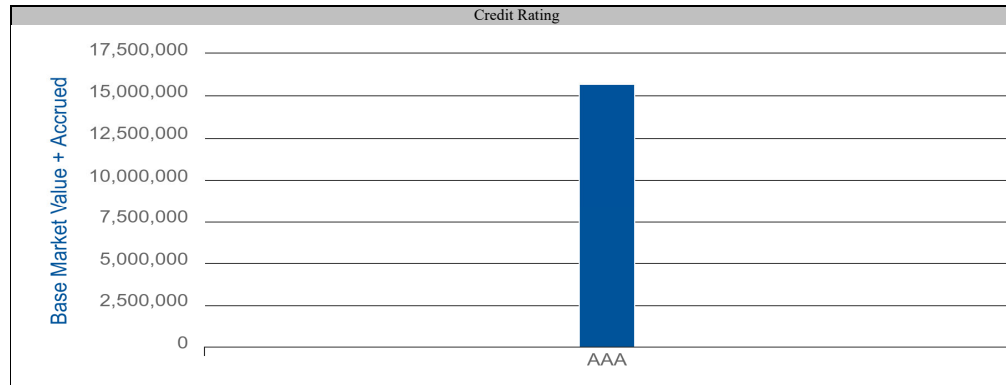
*Negative cash reflects securities in transit at month end

2017 Financing STAMP Portfolio
Sales Tax I15 ELP Project Revenue Fund Summary of Investments for quarter ended June 30, 2021



*Negative cash reflects securities in transit at month end

2017 Financing STAMP Portfolio
Ramp Up Fund Summary of Investments for quarter ended June 30, 2021



*Negative cash reflects securities in transit at month end

Payden & Rygel Operating Portfolio by Investment Category for Quarter ended June 30, 2021

Account Number: 001050990415		Name: RIVERSIDE COUNTY TRANS COMM										
CUSIP	Security Type Category	Issuer	Trade Date	Final Maturity ²	Next Call Date	Original Cost	Base Market Value	Unrealized Gain/Loss	Accrued Income	Coupon	Yield	Credit Rating
010831DQ5	Taxable Muni	ALAMEDA CNTY CA 3.095% 6/01/23	04/24/2018	06/01/2023		133,524.81	136,653.40	3,128.59	2.61	3.100	2.953892553	AA+
023135AJ5	Credit	AMAZON COM INC 2.500% 11/29/22	11/29/2012	11/29/2022	08/29/2022	308,401.74	308,322.00	-79.74	156.19	2.500	2.441453935	AA
023135BP0	Credit	AMAZON COM INC SR NT 0.400% 6/03/23	06/03/2020	06/03/2023		269,622.00	270,245.70	623.70	666.67	0.400	0.399692237	AA
023135BW5	Credit	AMAZON COM INC 0.450% 5/12/24	05/12/2021	05/12/2024		254,627.70	254,436.45	-191.25	84.00	0.450	0.451249962	AA
037833DL1	Credit	APPLE INC 1.700% 9/11/22	09/11/2019	09/11/2022		524,910.75	534,234.75	9,324.00	203.13	1.700	1.671270854	AA+
037833DV9	Credit	APPLE INC 0.750% 5/11/23	05/11/2020	05/11/2023		194,469.60	196,704.30	2,234.70	2,727.08	0.750	0.744180508	AA+
05588CAC6	Asset-Backed	BMW VEHICLE OWNER 1.920% 1/25/24	09/18/2019	01/25/2024		249,824.75	252,306.94	2,482.19	7,514.87	1.920	1.904648533	AAA
06050TMJ8	Credit	BANK OF AMERICA MTN 3.335% 1/25/23	01/25/2019	01/25/2023	01/25/2022	520,000.00	528,585.20	8,585.20	2,374.17	3.340	3.291973901	A+
06051GJR1	Credit	BK OF AMERICA MTN 0.976% 4/22/25	04/22/2021	04/22/2025	04/22/2024	235,000.00	235,754.35	754.35	693.33	0.980	0.972654070	A-
06406RAK3	Credit	BANK OF NY MTN 1.950% 8/23/22	08/23/2019	08/23/2022		99,968.00	101,918.00	1,950.00	439.61	1.950	1.915953506	A
06406RAM9	Credit	BANK OF NY MTN 1.850% 1/27/23	01/28/2020	01/27/2023	01/02/2023	299,790.00	306,996.00	7,206.00	277.76	1.850	1.810087569	A
072024WN8	Taxable Muni	BAY AREA CA TOLL 2.184% 4/01/23	09/26/2019	04/01/2023		680,000.00	701,073.20	21,073.20	190.52	2.180	2.121418164	AA
088006JW2	Taxable Muni	BEVERLY HILLS CA 0.373% 6/01/22	10/15/2020	06/01/2022		330,000.00	330,419.10	419.10	212.00	0.370	0.372545494	AA+
13032UUZ9	Taxable Muni	CALIFORNIA ST HLTH 1.893% 6/01/22	11/25/2019	06/01/2022		520,000.00	527,872.80	7,872.80	2,139.75	1.890	1.868153558	AA-
13063BFS6	Taxable Muni	CALIFORNIA ST BUILD 6.650% 3/01/22	04/01/2010	03/01/2022		205,120.83	219,044.70	9,044.70	25.28	6.650	6.428909792	AA-
13066YTZ2	Taxable Muni	CALIFORNIA ST DEPT 2.000% 5/01/22	09/28/2016	05/01/2022		300,502.79	304,527.00	4,024.21	1,148.60	2.000	1.974197242	AA+
13077DMJ8	Taxable Muni	CALIFORNIA ST UNIV 0.475% 11/01/23	09/17/2020	11/01/2023		150,000.00	149,811.00	-189.00	3,888.49	0.480	0.473735127	AA-
14043MAC5	Asset-Backed	CAPTIAL ONE PRIME 1.600% 11/15/24	02/19/2020	11/15/2024		289,938.35	293,912.10	3,973.75	329.25	1.600	1.581496491	AAA
144141DC9	Credit	PROG ENERGY CAROLINA 2.800% 5/15/22	05/18/2012	05/15/2022	02/15/2022	251,146.70	253,970.00	2,823.30	174.46	2.800	2.765322851	A
166756AJ5	Credit	CHEVRON USA INC 0.426% 8/11/23	08/12/2020	08/11/2023		115,000.00	115,127.65	127.65	125.33	0.430	0.425553169	AA-
166764AJ4	Credit	CHEVRON CORP 0.71425% 3/03/22	03/03/2015	03/03/2022		500,964.36	501,605.00	640.64	839.17	0.660	0.712355335	AA-
20772JKP6	Taxable Muni	CONNECTICUT ST 2.401% 10/15/21	11/16/2012	10/15/2021		120,048.04	120,753.60	705.56	2,208.33	2.400	2.393245883	A+
20772KGM5	Taxable Muni	CONNECTICUT ST SER A 2.921% 4/15/23	04/11/2019	04/15/2023		300,902.33	313,608.00	12,705.67	0.00	2.920	2.804043352	A+
20772KJUA	Taxable Muni	CONNECTICUT ST 2.500% 7/01/22	06/11/2020	07/01/2022		121,480.10	122,713.20	1,233.10	894.44	2.500	2.452880172	A+
212204JC6	Taxable Muni	CONTRA COSTA CA 1.652% 8/01/22	09/12/2019	08/01/2022		300,000.00	304,845.00	4,845.00	8,550.28	1.650	1.628982478	AA+
250847EJ5	Credit	DETROIT EDISON CO 2.650% 6/15/22	06/22/2012	06/15/2022		181,037.27	182,986.20	1,948.93	7,272.22	2.650	2.614288815	A
26208VAD8	Asset-Backed	DRIVE AUTO 0.830% 5/15/24	06/17/2020	05/15/2024		89,996.56	90,194.40	197.84	5,124.17	0.830	0.828814795	AAA
262108AD5	Asset-Backed	DRIVE AUTO 0.650% 7/15/25	04/21/2021	07/15/2025		249,976.95	250,415.00	438.05	3,626.15	0.650	0.647855598	AA
30231GBB7	Credit	EXXON MOBIL 1.902% 8/16/22	08/16/2019	08/16/2022		300,000.00	305,568.00	5,568.00	3,682.40	1.900	1.869140510	AA-
3130AKXQ4	Agencies	F H L B DEB 0.600% 2/12/2026	02/12/2021	02/12/2026		559,608.00	553,095.20	-6,512.80	79.95	0.600	0.603791813	AA+
3134GXDZ4	Agencies	F H L M C MTN 0.450% 11/25/24	11/25/2020	11/25/2024	11/25/2022	300,000.00	298,359.00	-1,641.00	206.22	0.450	0.449932510	N/A
3136AKQM8	Mortgage-Backed	F N M A GTD REMIC 3.056% 6/25/24	07/01/2014	06/25/2024		426,706.34	426,001.26	-705.08	72.22	3.060	2.895447439	N/A
3136B1XP4	Mortgage-Backed	F N M A GTD REMIC 3.55998% 9/25/21	04/01/2018	09/25/2021		4,244.34	4,242.60	-1.74	33.20	3.560	3.559163792	N/A
3137ATRW4	Mortgage-Backed	F H L M C MULTICLASS 2.373% 5/25/22	09/01/2012	05/25/2022		189,595.87	192,019.13	2,423.26	184.97	2.370	2.345023865	N/A
3137B1U75	Mortgage-Backed	F H L M C MLTCL MTG 2.522% 1/25/23	05/07/2013	01/25/2023		129,594.65	131,947.26	2,352.61	210.22	2.520	2.477626116	N/A
3137B36J2	Mortgage-Backed	F H L M C MLTCL MT 3.320% 2/25/23	07/01/2013	02/25/2023		490,302.89	500,808.00	10,505.11	162.72	3.320	3.197011372	N/A
3137B4GY6	Mortgage-Backed	F H L M C MLTCL MT 3.30996% 5/25/23	09/01/2013	05/25/2023		537,679.08	536,219.10	-1,459.98	114.49	3.310	3.162039779	N/A
3137B4WB8	Mortgage-Backed	F H L M C MLTCL MTG 3.060% 7/25/23	10/01/2013	07/25/2023		504,887.33	513,877.70	8,990.37	0.00	3.060	2.928201644	N/A
3137FYUR5	Mortgage-Backed	F H L M C MLTCL 0.20136% 8/26/24	05/07/2021	08/26/2024		299,968.74	299,968.74	0.00	182.37	0.220	0.201360600	N/A
31846V203	Cash	FIRST AM GOVT OB FD CL Y				599,467.47	599,467.47	0.00	335.29	0.000	0.005986000	
365298Y28	Taxable Muni	GARDEN GROVE CA 1.875% 8/01/21	10/16/2019	08/01/2021		300,000.00	300,390.00	390.00	3,712.80	1.880	1.875000000	N/R
378460YB9	Taxable Muni	GLENDALE CA 1.041% 9/01/22	06/02/2020	09/01/2022		330,000.00	332,937.00	2,937.00	102.57	1.040	1.031714569	N/A
419792YL4	Taxable Muni	HAWAII ST SER FX 2.770% 1/01/22	02/21/2019	01/01/2022		190,000.00	192,432.00	2,432.00	4,655.00	2.770	2.743769563	AA+
43815NAC8	Asset-Backed	HONDA AUTO 1.780% 8/15/23	08/27/2019	08/15/2023		233,807.45	235,962.77	2,155.32	1,000.00	1.780	1.746467566	AAA
440452AG5	Credit	HORMEL FOODS CORP 0.650% 6/03/24	06/03/2021	06/03/2024	06/03/2022	49,991.00	50,109.00	118.00	820.30	0.650	0.649039422	A
46647PBB1	Credit	JPMORGAN CHASE CO 3.207% 4/01/23	03/22/2019	04/01/2023	04/01/2022	485,000.00	495,529.35	10,529.35	118.75	3.210	3.151904706	A-
46647PBZ8	Credit	JPMORGAN CHASE CO 0.697% 3/16/24	03/16/2021	03/16/2024	03/16/2023	565,000.00	566,717.60	1,717.60	608.25	0.700	0.694901398	A-
47789JAD8	Asset-Backed	JOHN DEERE OWNER 2.910% 7/17/23	03/13/2019	07/17/2023		125,800.51	127,269.14	1,468.63	1,500.00	2.910	2.878566059	N/A
47789KAC7	Asset-Backed	JOHN DEERE OWNER 1.100% 8/15/24	03/11/2020	08/15/2024		429,973.73	433,328.20	3,354.47	1,849.97	1.100	1.091378113	N/A
544290JH3	Taxable Muni	LOS ALTOS CA 1.000% 10/01/24	06/10/2021	10/01/2024		487,070.40	485,040.00	-2,030.40	2,065.00	1.000	0.988161821	AA+
5445872S6	Taxable Muni	LOS ANGELES CA MUN 0.683% 11/01/24	03/04/2021	11/01/2024		230,000.00	227,833.40	-2,166.60	2,343.75	0.680	0.687863193	AA-
544587Y28	Taxable Muni	LOS ANGELES CA 0.515% 11/01/22	08/20/2020	11/01/2022		325,000.00	324,948.00	-52.00	1,145.10	0.520	0.514943356	AA-
57582RF76	Taxable Muni	MASSACHUSETTS ST 0.386% 7/01/22	07/09/2020	07/01/2022		210,000.00	210,558.60	558.60	2,631.50	0.390	0.385187255	AA
58770FAC6	Asset-Backed	MERCEDES BENZ AUTO 1.840% 12/15/22	01/29/2020	12/15/2022		139,981.55	141,026.20	1,044.65	280.00	1.840	1.829898958	AAA
61747YEA9	Credit	MORGAN STANLEY 0.790% 5/30/25	06/01/2021	05/30/2025		265,000.00	264,064.55	-935.45	278.96	0.790	0.793324028	BBB+
61772BAA1	Credit	MORGAN STANLEY 0.731% 4/05/24	04/22/2021	04/05/2024	4/8/2024	235,000.00	235,493.50	493.50	510.54	0.730	0.729082513	BBB+
62451FKF6	Taxable Muni	MOUNTAIN VIEW CA 1.043% 9/01/22	05/19/2020	09/01/2022		250,000.00	252,465.00	2,465.00	405.30	1.040	1.033778694	AA+

Payden & Rygel Operating Portfolio by Investment Category for Quarter ended June 30, 2021

Account Number: 001050990415			Name: RIVERSIDE COUNTY TRANS COMM									
CUSIP	Security Type Category	Issuer	Trade Date	Final Maturity2	Next Call Date	Original Cost	Base Market Value	Unrealized Gain/Loss	Accrued Income	Coupon	Yield	Credit Rating
64990FD43	Taxable Muni	NEW YORK ST 0.887% 3/15/25	06/23/2021	03/15/2025		400,000.00	399,660.00	-340.00	869.17	0.890	0.887941218	AA+
654106AH6	Credit	NIKE INC SR NT 2.400% 3/27/25	03/27/2020	03/27/2025	02/27/2025	19,972.80	21,158.40	1,185.60	78.84	2.400	2.273696177	AA-
693304AP2	Credit	PECO ENERGY CO 2.375% 9/15/22	09/17/2012	09/15/2022	06/15/2022	120,593.12	122,356.80	1,763.68	1,517.57	2.380	2.335070298	A
69351UAY9	Credit	PPL ELEC UTILS 0.00001% 6/24/24	06/24/2021	06/24/2024	06/24/2022	200,000.00	200,062.00	62.00	146.77	0.380	0.000009993	A
717081EM1	Credit	PFIZER INC 3.000% 9/15/21	09/07/2018	09/15/2021		249,662.50	251,447.50	1,785.00	455.63	3.000	2.993922338	A+
76913CAX7	Taxable Muni	RIVERSIDE CNTY CA 2.363% 2/15/23	05/06/2020	02/15/2023		170,000.00	175,023.50	5,023.50	3,412.94	2.360	2.299622406	AA
786134WD4	Taxable Muni	SACRAMENTO CNTY CA 0.629% 12/01/22	07/14/2020	12/01/2022		280,000.00	280,784.00	784.00	2,708.33	0.630	0.627224953	AA
796720ME7	Taxable Muni	SAN BERNARDINO CA 1.883% 8/01/22	12/12/2019	08/01/2022		435,000.00	443,108.40	8,108.40	1,264.13	1.880	1.852945228	AA
796720NP1	Taxable Muni	SAN BERNARDINO CA 0.729% 8/01/23	07/07/2020	08/01/2023		150,000.00	151,228.50	1,228.50	3,958.33	0.730	0.723429592	AA
797299LT9	Taxable Muni	SAN DIEGO CA PUBLIC 2.994% 10/15/21	06/21/2018	10/15/2021		200,000.00	201,512.00	1,512.00	2,676.80	2.990	2.982012311	AA-
79730WAY6	Taxable Muni	SAN DIEGO CA 3.250% 9/01/22	01/28/2016	09/01/2022		253,935.91	258,667.50	4,731.59	343.75	3.250	3.152279340	AA
79770GGP5	Taxable Muni	SAN FRANCISCO CA 2.375% 8/01/22	11/30/2017	08/01/2022		404,101.51	409,184.00	5,082.49	3,445.75	2.380	2.327746741	AA-
801096AP3	Taxable Muni	SANTA ANA CA CMNTY 3.346% 9/01/21	11/08/2018	09/01/2021		240,000.00	241,250.40	1,250.40	974.95	3.350	3.342757525	AA
80136PCY7	Taxable Muni	SANTA BARBARA CA 3.300% 12/01/21	11/28/2018	12/01/2021		125,000.00	126,476.25	1,476.25	1,195.56	3.300	3.273842002	AA
80285WAD9	Asset-Backed	SANTANDER DRIVE 0.00001% 7/15/24	09/23/2020	07/15/2024		329,968.45	330,333.30	364.85	721.88	0.520	0.000009991	N/A
835569GP3	Taxable Muni	SONOMA CNTY CA 1.969% 8/01/22	11/12/2019	08/01/2022		420,000.00	428,034.60	8,034.60	17.15	1.970	1.936200759	AA
842475P58	Taxable Muni	SOUTHERN CALIF CA 0.527% 7/01/23	09/24/2020	07/01/2023		370,000.00	370,381.10	381.10	1,328.00	0.530	0.526105620	AA-
86787EAY3	Credit	SUNTRUST BANK 3.689% 8/02/24	07/26/2018	08/02/2024	08/02/2023	598,847.20	597,060.80	-1,786.40	1,406.73	3.690	3.469159371	A
89238UAD2	Asset-Backed	TOYOTA AUTO 1.910% 9/15/23	08/14/2019	09/15/2023		214,832.83	216,905.60	2,072.77	271.77	1.910	1.893000852	AAA
90331HPF4	Credit	US BANK NA MTN 1.950% 1/09/23	12/09/2019	01/09/2023	12/09/2022	549,538.00	563,194.50	13,656.50	1,249.50	1.950	1.907370274	AA-
911759MU9	Agencies	U S DEPT HSG & URB 2.570% 8/01/21	03/28/2019	08/01/2021		100,000.00	100,210.00	210.00	374.26	2.570	2.570000000	N/A
91282CBA8	Treasuries	U S TREASURY NT 0.125% 12/15/23	12/15/2020	12/15/2023		7,291,800.09	7,271,476.30	-18,712.76	1,028.79	0.130	0.125504528	N/A
91282CBD2	Treasuries	U S TREASURY NT 0.125% 12/31/22	12/31/2020	12/31/2022		4,158,492.91	4,156,422.40	-2,338.26	12.57	0.130	0.125023755	N/A
91282CBE0	Treasuries	U S TREASURY NT 0.125% 1/15/24	01/15/2021	01/15/2024		4,767,073.54	4,746,111.25	-21,054.77	1,297.33	0.130	0.125568827	N/A
91282CBG5	Treasuries	U S TREASURY NT 0.125% 1/31/23	01/31/2021	01/31/2023		8,051,646.79	8,042,111.00	-9,583.86	135.00	0.130	0.125043765	N/A
91282CBR1	Treasuries	U S TREASURY NT 0.250% 3/15/24	03/15/2021	03/15/2024		977,845.32	976,099.60	-1,745.72	1,070.83	0.250	0.250568791	N/A
91282CBU4	Treasuries	U S TREASURY NT 0.125% 3/31/23	03/31/2021	03/31/2023		4,147,956.65	4,143,692.00	-4,264.65	2,753.54	0.130	0.125102584	N/A
91282CCC3	Treasuries	U S TREASURY NT 0.250% 5/15/24	05/15/2021	05/15/2024		978,698.44	974,639.40	-4,059.04	4,197.34	0.250	0.250930954	N/A
91324PDM1	Credit	UNITEDHEALTH GROUP 3.500% 2/15/24	12/17/2018	02/15/2024		595,226.50	592,207.00	-3,019.50	1,303.96	3.500	3.263281556	A+
91412HDJ9	Taxable Muni	UNIV OF CA 3.283% 5/15/22	06/05/2018	05/15/2022		285,307.31	292,472.70	7,165.39	399.45	3.280	3.211291853	AA-
916544ER6	Taxable Muni	UPPER SANTA CLARA CA 0.525% 8/01/22	07/23/2020	08/01/2022		330,000.00	331,280.40	1,280.40	14.13	0.530	0.523236692	AA
94988J5T0	Credit	WELLS FARGO MTN 3.625% 10/22/21	10/23/2018	10/22/2021	09/21/2021	529,941.70	533,996.20	4,054.50	719.02	3.630	3.614265631	A+
94988J6A0	Credit	WELLS FARGO MTN 2.082% 9/09/22	09/11/2019	09/09/2022	09/09/2021	550,000.00	551,831.50	1,831.50	312.91	2.080	2.079920080	A+
							55,485,374.55	55,647,091.71	158,040.72	122,842.38		

Payden & Rygel Operating Portfolio Transaction Report
Quarter ended June 30, 2021

Account Number: 00105090415			Name: RIVERSIDE COUNTY TRANS COMM										
Transaction Date	Trade Date	Settlement Date	CUSIP	Description	Units	Price	Commissions	SEC Fees	Miscellaneous Fees	Net Cash Amount	Federal Tax Cost Amount	Short Term Gain/Loss Amount	Long Term Gain/Loss Amount
04/01/2021			072024WN8	INTEREST EARNED ON BAY AREA CA TOLL 2.184% 4/01/23 \$1 PV ON 680000.0000 SHARES DUE 4/1/2021	0.00	-	-	-	-	7,425.60	-	-	-
04/01/2021			13063DGA0	INTEREST EARNED ON CALIFORNIA ST 2.800% 4/01/21 \$1 PV ON 500000.0000 SHARES DUE 4/1/2021	0.00	-	-	-	-	7,000.00	-	-	-
04/01/2021	04/01/2021	04/01/2021	13063DGA0	MATURED PAR VALUE OF CALIFORNIA ST 2.800% 4/01/21 500,000 PAR VALUE AT 100 %	-500,000.00	1.00	-	-	-	500,000.00	(500,000.00)	-	-
04/01/2021	04/01/2021	04/01/2021	31846V203	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Y 1,006,160.35	1,006,160.35	1.00	-	-	-	(1,006,160.35)	1,006,160.35	-	-
04/01/2021			31846V203	INTEREST EARNED ON FIRST AM GOVT OB FD CL Y UNIT ON 0.0000 SHARES DUE 3/31/2021 INTEREST FROM 3/1/21 TO 3/31/21	0.00	-	-	-	-	5.11	-	-	-
04/01/2021	03/30/2021	04/01/2021	41284WAC4	SOLD PAR VALUE OF HARLEY DAVIDSON 2.340% 2/15/24 /WELLS FARGO SECURITIES, LLC/477,713.45 PAR VALUE AT 101.2031271 % RECEIVED ACCRUED INTEREST ON SALE OF HARLEY DAVIDSON	-477,713.45	1.01	-	-	-	483,460.95	(477,676.47)	-	5,784.48
04/01/2021		04/01/2021	41284WAC4	2.340% 2/15/24	0.00	-	-	-	-	496.82	-	-	-
04/01/2021			46647PBB1	INTEREST EARNED ON JPMORGAN CHASE CO 3.207% 4/01/23 \$1 PV ON 485000.0000 SHARES DUE 4/1/2021	0.00	-	-	-	-	7,776.98	-	-	-
04/05/2021	04/05/2021	04/05/2021	31846V203	SOLD UNITS OF FIRST AM GOVT OB FD CL Y 0.250% 3/15/24 /CITIGROUP GLOBAL MARKETS INC./560,000 PAR VALUE AT 99.73828214 %	-558,609.16	1.00	-	-	-	558,609.16	(558,609.16)	-	-
04/05/2021	04/01/2021	04/05/2021	91282CBR1	PAID ACCRUED INTEREST ON PURCHASE OF U S TREASURY NT 0.250% 3/15/24	560,000.00	1.00	-	-	-	(558,534.38)	558,534.38	-	-
04/05/2021		04/05/2021	91282CBR1	DISTRIBUTED PAR VALUE OF HARLEY DAVIDSON 2.340% 2/15/24	0.00	-	-	-	-	(79.89)	-	-	-
04/07/2021	04/07/2021	04/07/2021	41284WAC4	VALUED AT 0.01	-0.01	-	-	-	-	-	(0.01)	-	-
04/12/2021			3130ALJZ8	INTEREST EARNED ON F H L B DEB 0.500% 3/12/24 \$1 PV ON 560000.0000 SHARES DUE 4/12/2021	0.00	-	-	-	-	129.63	-	-	-
04/12/2021	04/12/2021	04/12/2021	3130ALJZ8	PAID DOWN PAR VALUE OF F H L B DEB 0.500% 3/12/24 PRO RATA CALL	-311,111.11	62.68	-	-	-	311,111.11	(311,111.11)	-	-
04/12/2021	04/12/2021	04/12/2021	31846V203	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Y 311,240.74	311,240.74	1.00	-	-	-	(311,240.74)	311,240.74	-	-
04/15/2021			14043MAC5	INTEREST EARNED ON CAPITAL ONE PRIME 1.600% 11/15/24 \$1 PV ON 386.6700 SHARES DUE 4/15/2021 \$0.00133/PV ON 290,000.00 PV DUE 4/15/21	0.00	-	-	-	-	386.67	-	-	-
04/15/2021			20772JKP6	INTEREST EARNED ON CONNECTICUT ST 2.401% 10/15/21 \$1 PV ON 120000.0000 SHARES DUE 4/15/2021	0.00	-	-	-	-	1,440.60	-	-	-
04/15/2021			20772JKP6	AMORTIZED PREMIUM ON CONNECTICUT ST 2.401% 10/15/21 CURRENT YEAR AMORTIZATION	0.00	-	-	-	-	-	(25.48)	-	-
04/15/2021			20772KGM5	INTEREST EARNED ON CONNECTICUT ST SER A 2.921% 4/15/23 \$1 PV ON 300000.0000 SHARES DUE 4/15/2021	0.00	-	-	-	-	4,381.50	-	-	-
04/15/2021			20772KGM5	AMORTIZED PREMIUM ON CONNECTICUT ST SER A 2.921% 4/15/23 CURRENT YEAR AMORTIZATION	0.00	-	-	-	-	-	(124.34)	-	-
04/15/2021			26208VAD8	INTEREST EARNED ON DRIVE AUTO 0.830% 5/15/24 \$1 PV ON 62.2500 SHARES DUE 4/15/2021 \$0.00069/PV ON 90,000.00 PV DUE 4/15/21	0.00	-	-	-	-	62.25	-	-	-
04/15/2021	04/15/2021	04/15/2021	31846V203	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Y 540.92	540.92	1.00	-	-	-	(540.92)	540.92	-	-
04/15/2021	04/15/2021	04/15/2021	31846V203	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Y 27,413.03	27,413.03	1.00	-	-	-	(27,413.03)	27,413.03	-	-
04/15/2021			43815NAC8	INTEREST EARNED ON HONDA AUTO 1.780% 8/15/23 \$1 PV ON 370.8300 SHARES DUE 4/15/2021 \$0.00148/PV ON 250,000.00 PV DUE 4/15/21	0.00	-	-	-	-	370.83	-	-	-
04/15/2021			47789JAD8	INTEREST EARNED ON JOHN DEERE OWNER 2.910% 7/17/23 \$1 PV ON 424.0000 SHARES DUE 4/15/2021 \$0.00242/PV ON 174,843.56 PV DUE 4/15/21	0.00	-	-	-	-	424.00	-	-	-
04/15/2021	04/15/2021	04/15/2021	47789JAD8	PAID DOWN PAR VALUE OF JOHN DEERE OWNER 2.910% 7/17/23 INTEREST EARNED ON JOHN DEERE OWNER 1.100% 8/15/24 \$1 PV ON 394.1700 SHARES DUE 4/15/2021 \$0.00092/PV ON 430,000.00 PV DUE 4/15/21	-16,307.84	-	-	-	-	16,307.84	(16,305.84)	-	2.00
04/15/2021			47789KAC7	INTEREST EARNED ON MERCEDES BENZ 1.940% 3/15/24 \$1 PV ON 436.5000 SHARES DUE 4/15/2021 \$0.00162/PV ON 270,000.00 PV DUE 4/15/21	0.00	-	-	-	-	394.17	-	-	-
04/15/2021			58769TAD7	INTEREST EARNED ON MERCEDES BENZ AUTO 1.840% 12/15/22 \$1 PV ON 214.6700 SHARES DUE 4/15/2021 \$0.00153/PV ON 140,000.00 PV DUE 4/15/21	0.00	-	-	-	-	436.50	-	-	-
04/15/2021			58770FAC6	INTEREST EARNED ON SAN DIEGO CA PUBLIC 2.994% 10/15/21 \$1 PV ON 200000.0000 SHARES DUE 4/15/2021	0.00	-	-	-	-	214.67	-	-	-
04/15/2021			797299LT9	INTEREST EARNED ON SANTANDER DRIVE 0.00001% 7/15/24 \$1 PV ON 143.0000 SHARES DUE 4/15/2021 \$0.00043/PV ON 330,000.00 PV DUE 4/15/21	0.00	-	-	-	-	2,994.00	-	-	-
04/15/2021			80285WAD9	INTEREST EARNED ON TOYOTA AUTO 1.910% 9/15/23 \$1 PV ON 397.9200 SHARES DUE 4/15/2021 \$0.00159/PV ON 250,000.00 PV DUE 4/15/21	0.00	-	-	-	-	143.00	-	-	-
04/15/2021			89238UAD2	INTEREST EARNED ON TOYOTA AUTO 1.910% 9/15/23 \$1 PV ON 397.9200 SHARES DUE 4/15/2021 \$0.00159/PV ON 250,000.00 PV DUE 4/15/21	0.00	-	-	-	-	397.92	-	-	-
04/19/2021	04/19/2021	04/19/2021	31846V203	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Y 258,906.27	258,906.27	1.00	-	-	-	(258,906.27)	258,906.27	-	-
04/19/2021	04/16/2021	04/19/2021	91282CBE0	SOLD PAR VALUE OF U S TREASURY NT 0.125% 1/15/24 /CITIGROUP GLOBAL MARKETS INC./260,000 PAR VALUE AT 99.54687692 %	-260,000.00	1.00	-	-	-	258,821.88	(259,502.35)	(680.47)	-
04/19/2021		04/19/2021	91282CBE0	RECEIVED ACCRUED INTEREST ON SALE OF U S TREASURY NT 0.125% 1/15/24	0.00	-	-	-	-	84.39	-	-	-
04/20/2021	04/20/2021	04/20/2021	31846V203	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Y 234,953.95	234,953.95	1.00	-	-	-	(234,953.95)	234,953.95	-	-
04/20/2021			91282CBG5	AMORTIZED PREMIUM ON U S TREASURY NT 0.125% 1/31/23 CURRENT YEAR AMORTIZATION	0.00	51	-	-	-	-	(198.97)	-	-

Payden & Rygel Operating Portfolio Transaction Report

Quarter ended June 30, 2021

Account Number: 001050990415				Name: RIVERSIDE COUNTY TRANS COMM									
Transaction Date	Trade Date	Settlement Date	CUSIP	Description	Units	Price	Commissions	SEC Fees	Miscellaneous Fees	Net Cash Amount	Federal Tax Cost Amount	Short Term Gain/Loss Amount	Long Term Gain/Loss Amount
04/20/2021	04/19/2021	04/20/2021	91282CBG5	SOLD PAR VALUE OF U S TREASURY NT 0.125% 1/31/23 /CITIGROUP GLOBAL MARKETS INC./235,000 PAR VALUE AT 99.9531234 %	-235,000.00	1.00	-	-	-	234,889.84	(235,000.00)	(110.16)	-
04/20/2021		04/20/2021	91282CBG5	RECEIVED ACCRUED INTEREST ON SALE OF U S TREASURY NT 0.125% 1/31/23	0.00	-	-	-	-	64.11	-	-	-
04/21/2021	04/13/2021	04/21/2021	262108AD5	PURCHASED PAR VALUE OF DRIVE AUTO 0.650% 7/15/25 /J.P. MORGAN SECURITIES LLC/250,000 PAR VALUE AT 99.99078 %	250,000.00	1.00	-	-	-	(249,976.95)	249,976.95	-	-
04/21/2021	04/21/2021	04/21/2021	31846V203	SOLD UNITS OF FIRST AM GOVT OB FD CL Y	-1,096,348.53	1.00	-	-	-	1,096,348.53	(1,096,348.53)	-	-
04/21/2021	04/20/2021	04/21/2021	91282CBE0	SOLD PAR VALUE OF U S TREASURY NT 0.125% 1/15/24 /BMO CAPITAL MARKETS CORP/BONDS/2,230,000 PAR VALUE AT 99.62109372 %	-2,230,000.00	1.00	-	-	-	2,221,550.39	(2,226,261.72)	(4,711.33)	-
04/21/2021		04/21/2021	91282CBE0	RECEIVED ACCRUED INTEREST ON SALE OF U S TREASURY NT 0.125% 1/15/24	0.00	-	-	-	-	739.23	-	-	-
04/21/2021	04/20/2021	04/21/2021	91282CBU4	PURCHASED PAR VALUE OF U S TREASURY NT 0.125% 3/31/23 /RBC CAPITAL MARKETS, LLC/3,070,000 PAR VALUE AT 99.94921889 %	3,070,000.00	1.00	-	-	-	(3,068,441.02)	3,068,441.02	-	-
04/21/2021		04/21/2021	91282CBU4	PAID ACCRUED INTEREST ON PURCHASE OF U S TREASURY NT 0.125% 3/31/23	0.00	-	-	-	-	(220.18)	-	-	-
04/22/2021	04/16/2021	04/22/2021	06051GJR1	PURCHASED PAR VALUE OF BK OF AMERICA MTN 0.976% 4/22/25 /BOFA SECURITIES, INC./FXD INC/235,000 PAR VALUE AT 100 %	235,000.00	1.00	-	-	-	(235,000.00)	235,000.00	-	-
04/22/2021	04/22/2021	04/22/2021	31846V203	SOLD UNITS OF FIRST AM GOVT OB FD CL Y	-187,011.82	1.00	-	-	-	187,011.82	(187,011.82)	-	-
04/22/2021	04/20/2021	04/22/2021	58769TAD7	SOLD PAR VALUE OF MERCEDES BENZ 1.940% 3/15/24 /BARCLAYS CAPITAL INC. FIXED IN/270,000 PAR VALUE AT 101.21484444 %	-270,000.00	1.01	-	-	-	273,280.08	(269,962.82)	-	3,317.26
04/22/2021		04/22/2021	58769TAD7	RECEIVED ACCRUED INTEREST ON SALE OF MERCEDES BENZ 1.940% 3/15/24	0.00	-	-	-	-	101.85	-	-	-
04/22/2021	04/19/2021	04/22/2021	61772BAA1	PURCHASED PAR VALUE OF MORGAN STANLEY 0.731% 4/05/24 /MORGAN STANLEY & CO. LLC/235,000 PAR VALUE AT 100 %	235,000.00	1.00	-	-	-	(235,000.00)	235,000.00	-	-
04/22/2021			94988J5T0	INTEREST EARNED ON WELLS FARGO MTN 3.625% 10/22/21 \$1 PV ON 530000.0000 SHARES DUE 4/22/2021	0.00	-	-	-	-	9,606.25	-	-	-
04/26/2021			05588CAC6	INTEREST EARNED ON BMW VEHICLE OWNER 1.920% 1/25/24 \$1 PV ON 514.4900 SHARES DUE 4/25/2021 \$0.00160/PV ON 321,555.65 PV DUE 4/25/21	0.00	-	-	-	-	514.49	-	-	-
04/26/2021	04/25/2021	04/26/2021	05588CAC6	PAID DOWN PAR VALUE OF BMW VEHICLE OWNER 1.920% 1/25/24 INTEREST EARNED ON F N M A GTD REMIC 3.056% 6/25/24 \$1 PV ON 1034.5200 SHARES DUE 4/25/2021 \$0.00255/PV ON 406,224.65 PV DUE 4/25/21	-26,621.31	-	-	-	-	26,621.31	(26,617.73)	-	3.58
04/26/2021			3136AQKM8	AMORTIZED PREMIUM ON F N M A GTD REMIC 3.056% 6/25/24	0.00	-	-	-	-	1,034.52	-	-	-
04/26/2021			3136AQKM8	CURRENT YEAR AMORTIZATION	0.00	-	-	-	-	-	(646.49)	-	-
04/26/2021	04/25/2021	04/26/2021	3136AQKM8	PAID DOWN PAR VALUE OF F N M A GTD REMIC 3.056% 6/25/24 INTEREST EARNED ON F N M A GTD REMIC 3.560% 9/25/21 \$1 PV ON 86.5300 SHARES DUE 4/25/2021 \$0.00297/PV ON 29,166.87 PV DUE 4/25/21	-730.05	-	-	-	-	730.05	(773.41)	(43.36)	-
04/26/2021			3136B1XP4	AMORTIZED PREMIUM ON F N M A GTD REMIC 3.560% 9/25/21	0.00	-	-	-	-	86.53	-	-	-
04/26/2021			3136B1XP4	CURRENT YEAR AMORTIZATION	0.00	-	-	-	-	-	(14.46)	-	-
04/26/2021	04/25/2021	04/26/2021	3136B1XP4	PAID DOWN PAR VALUE OF F N M A GTD REMIC 3.560% 9/25/21 INTEREST EARNED ON F H L M C MULTICLASS 2.373% 5/25/22 \$1 PV ON 375.7300 SHARES DUE 4/25/2021 \$0.00198/PV ON 190,000.00 PV DUE 4/25/21	-13,716.90	-	-	-	-	13,716.90	(13,750.46)	-	(33.56)
04/26/2021			3137ATRW4	AMORTIZED PREMIUM ON F H L M C MULTICLASS 2.373% 5/25/22	0.00	-	-	-	-	375.73	-	-	-
04/26/2021			3137ATRW4	CURRENT YEAR AMORTIZATION	0.00	-	-	-	-	-	(31.49)	-	-
04/26/2021			3137B1U75	INTEREST EARNED ON F H L M C MLTCL MTG 2.522% 1/25/23 \$1 PV ON 274.3900 SHARES DUE 4/25/2021 \$0.00210/PV ON 130,556.19 PV DUE 4/25/21	0.00	-	-	-	-	274.39	-	-	-
04/26/2021			3137B1U75	AMORTIZED PREMIUM ON F H L M C MLTCL MTG 2.522% 1/25/23	0.00	-	-	-	-	-	(15.35)	-	-
04/26/2021	04/25/2021	04/26/2021	3137B1U75	CURRENT YEAR AMORTIZATION	0.00	-	-	-	-	-	(407.61)	-	-
04/26/2021			3137B36J2	PAID DOWN PAR VALUE OF F H L M C MLTCL MTG 2.522% 1/25/23 INTEREST EARNED ON F H L M C MLTCL MT 3.320% 2/25/23 \$1 PV ON 1328.0000 SHARES DUE 4/25/2021 \$0.00277/PV ON 480,000.00 PV DUE 4/25/21	-406.62	-	-	-	-	406.62	(407.61)	-	(0.99)
04/26/2021			3137B36J2	AMORTIZED PREMIUM ON F H L M C MLTCL MT 3.320% 2/25/23	0.00	-	-	-	-	1,328.00	-	-	-
04/26/2021			3137B36J2	CURRENT YEAR AMORTIZATION	0.00	-	-	-	-	-	(523.59)	-	-
04/26/2021			3137B4GY6	INTEREST EARNED ON F H L M C MLTCL MT 3.30996% 5/25/23 \$1 PV ON 1406.7300 SHARES DUE 4/25/2021 \$0.00276/PV ON 510,000.00 PV DUE 4/25/21	0.00	-	-	-	-	1,406.73	-	-	-
04/26/2021			3137B4GY6	AMORTIZED PREMIUM ON F H L M C MLTCL MT 3.30996% 5/25/23	0.00	-	-	-	-	-	(2,019.50)	-	-
04/26/2021			3137B4GY6	CURRENT YEAR AMORTIZATION	0.00	-	-	-	-	-	-	-	-
04/26/2021			3137B4WB8	INTEREST EARNED ON F H L M C MLTCL MTG 3.060% 7/25/23 \$1 PV ON 1249.5000 SHARES DUE 4/25/2021 \$0.00255/PV ON 490,000.00 PV DUE 4/25/21	0.00	-	-	-	-	1,249.50	-	-	-
04/26/2021			3137B4WB8	AMORTIZED PREMIUM ON F H L M C MLTCL MTG 3.060% 7/25/23	0.00	-	-	-	-	-	(607.25)	-	-
04/26/2021	04/26/2021	04/26/2021	31846V203	CURRENT YEAR AMORTIZATION	0.00	-	-	-	-	-	-	-	-
04/26/2021	04/26/2021	04/26/2021	31846V203	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Y	5,040.97	1.00	-	-	-	(5,040.97)	5,040.97	-	-
04/26/2021	04/26/2021	04/26/2021	31846V203	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Y	42,703.80	1.00	-	-	-	(42,703.80)	42,703.80	-	-
04/27/2021				TRUST FEES COLLECTED CHARGED FOR PERIOD 03/01/2021 THRU 03/31/2021 COLLECTED BY DISBURSEMENT	0.00	-	-	-	-	(579.46)	-	-	-
04/27/2021	04/27/2021	04/27/2021	31846V203	SOLD UNITS OF FIRST AM GOVT OB FD CL Y	-599,655.96	1.00	-	-	-	599,655.96	(599,655.96)	-	-

Payden & Rygel Operating Portfolio Transaction Report
Quarter ended June 30, 2021

Account Number: 001050990415				Name: RIVERSIDE COUNTY TRANS COMM									
Transaction Date	Trade Date	Settlement Date	CUSIP	Description	Units	Price	Commissions	SEC Fees	Miscellaneous Fees	Net Cash Amount	Federal Tax Cost Amount	Short Term Gain/Loss Amount	Long Term Gain/Loss Amount
04/27/2021	04/23/2021	04/27/2021	91324PDM1	PURCHASED PAR VALUE OF UNITEDHEALTH GROUP 3.500% 2/15/24 /BOFA SECURITIES, INC /FXD INC/550,000 PAR VALUE AT 108.223 %	550,000.00	1.08	-	-	-	(595,226.50)	595,226.50	-	-
04/27/2021		04/27/2021	91324PDM1	PAID ACCRUED INTEREST ON PURCHASE OF UNITEDHEALTH GROUP 3.500% 2/15/24	0.00	-	-	-	-	(3,850.00)	-	-	-
05/03/2021			13066YTY5	INTEREST EARNED ON CALIFORNIA ST DEPT 1.713% 5/01/21 \$1 PV ON 942.1500 SHARES DUE 5/1/2021 \$0.00857/PV ON 81,635.65 PV DUE 5/1/21	0.00	-	-	-	-	942.15	-	-	-
05/03/2021	05/01/2021	05/01/2021	13066YTY5	MATURED PAR VALUE OF CALIFORNIA ST DEPT 1.713% 5/01/21 81,635.65 PAR VALUE AT 100 %	-81,635.65	1.00	-	-	-	81,635.65	(80,813.58)	-	822.07
05/03/2021			13066YTZ2	INTEREST EARNED ON CALIFORNIA ST DEPT 2.000% 5/01/22 \$1 PV ON 300000.0000 SHARES DUE 5/1/2021	0.00	-	-	-	-	3,000.00	-	-	-
05/03/2021			13066YTZ2	AMORTIZED PREMIUM ON CALIFORNIA ST DEPT 2.000% 5/01/22 CURRENT YEAR AMORTIZATION	0.00	-	-	-	-	-	(162.53)	-	-
05/03/2021			13077DMJ8	INTEREST EARNED ON CALIFORNIA ST UNIV 0.475% 11/01/23 \$1 PV ON 150000.0000 SHARES DUE 5/1/2021	0.00	-	-	-	-	443.33	-	-	-
05/03/2021			31846V203	INTEREST EARNED ON FIRST AM GOVT OB FD CL Y UNIT ON 0.0000 SHARES DUE 4/30/2021 INTEREST FROM 4/1/21 TO 4/30/21	0.00	-	-	-	-	5.27	-	-	-
05/03/2021	05/03/2021	05/03/2021	31846V203	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Y	81,635.65	1.00	-	-	-	(81,635.65)	81,635.65	-	-
05/03/2021	05/03/2021	05/03/2021	31846V203	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Y	5,552.46	1.00	-	-	-	(5,552.46)	5,552.46	-	-
05/03/2021			544587Y28	INTEREST EARNED ON LOS ANGELES CA 0.515% 11/01/22 \$1 PV ON 325000.0000 SHARES DUE 5/1/2021	0.00	-	-	-	-	1,166.98	-	-	-
05/04/2021			13066YTY5	INTEREST EARNED ON CALIFORNIA ST DEPT 1.713% 5/01/21 \$1 PV ON 942.1500 SHARES DUE 5/1/2021 CORRETION ON INTEREST	0.00	-	-	-	-	(942.15)	-	-	-
05/04/2021			13066YTY5	INTEREST EARNED ON CALIFORNIA ST DEPT 1.713% 5/01/21 \$1 PV ON 81635.6500 SHARES DUE 5/1/2021	0.00	-	-	-	-	699.21	-	-	-
05/04/2021	05/04/2021	05/04/2021	31846V203	SOLD UNITS OF FIRST AM GOVT OB FD CL Y	-242.94	1.00	-	-	-	242.94	(242.94)	-	-
05/04/2021	05/04/2021	05/04/2021	31846V203	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Y	280,081.41	1.00	-	-	-	(280,081.41)	280,081.41	-	-
05/04/2021			91282CBD2	AMORTIZED PREMIUM ON U S TREASURY NT 0.125% 12/31/22 CURRENT YEAR AMORTIZATION	0.00	-	-	-	-	-	(1.98)	-	-
05/04/2021	05/03/2021	05/04/2021	91282CBD2	SOLD PAR VALUE OF U S TREASURY NT 0.125% 12/31/22 /NATWEST MKTS SECS/FIXED INCOME/280,000 PAR VALUE AT 99.984375 %	-280,000.00	1.00	-	-	-	279,956.25	(279,890.62)	65.63	-
05/04/2021		05/04/2021	91282CBD2	RECEIVED ACCRUED INTEREST ON SALE OF U S TREASURY NT 0.125% 12/31/22	0.00	-	-	-	-	119.89	-	-	-
05/07/2021	04/27/2021	05/07/2021	3137FYUR5	PURCHASED PAR VALUE OF F H L M C MLTCL 0.00001% 8/26/24 /PNC BANK NA/PNC CAP MARKETS/300,000 PAR VALUE AT 100 %	300,000.00	1.00	-	-	-	(300,000.00)	300,000.00	-	-
05/07/2021	05/07/2021	05/07/2021	31846V203	SOLD UNITS OF FIRST AM GOVT OB FD CL Y	-300,000.00	1.00	-	-	-	300,000.00	(300,000.00)	-	-
05/11/2021			037833DV9	INTEREST EARNED ON APPLE INC 0.750% 5/11/23 \$1 PV ON 195000.0000 SHARES DUE 5/11/2021	0.00	-	-	-	-	731.25	-	-	-
05/11/2021	05/11/2021	05/11/2021	31846V203	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Y	254,996.67	1.00	-	-	-	(254,996.67)	254,996.67	-	-
05/11/2021	05/10/2021	05/11/2021	91282CBE0	SOLD PAR VALUE OF U S TREASURY NT 0.125% 1/15/24 /NATWEST MKTS SECS/FIXED INCOME/255,000 PAR VALUE AT 99.67187451 %	-255,000.00	1.00	-	-	-	254,163.28	(254,581.64)	(418.36)	-
05/11/2021		05/11/2021	91282CBE0	RECEIVED ACCRUED INTEREST ON SALE OF U S TREASURY NT 0.125% 1/15/24	0.00	-	-	-	-	102.14	-	-	-
05/12/2021	05/10/2021	05/12/2021	023135BW5	PURCHASED PAR VALUE OF AMAZON COM INC 0.450% 5/12/24 /J.P. MORGAN SECURITIES LLC/255,000 PAR VALUE AT 99.854 %	255,000.00	1.00	-	-	-	(254,627.70)	254,627.70	-	-
05/12/2021			3130ALJZ8	INTEREST EARNED ON F H L B DEB 0.500% 3/12/24 \$1 PV ON 207.4100 SHARES DUE 5/12/2021 \$0.00250/PV ON 248,888.89 PV DUE 5/12/21	0.00	-	-	-	-	207.41	-	-	-
05/12/2021	05/12/2021	05/12/2021	3130ALJZ8	PAID DOWN PAR VALUE OF F H L B DEB 0.500% 3/12/24 PRO RATA CALL	-248,888.89	-	-	-	-	248,888.89	(248,888.89)	-	-
05/12/2021	05/12/2021	05/12/2021	31846V203	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Y	249,096.30	1.00	-	-	-	(249,096.30)	249,096.30	-	-
05/12/2021	05/12/2021	05/12/2021	31846V203	SOLD UNITS OF FIRST AM GOVT OB FD CL Y	-254,627.70	1.00	-	-	-	254,627.70	(254,627.70)	-	-
05/17/2021			14043MAC5	INTEREST EARNED ON CAPITAL ONE PRIME 1.600% 11/15/24 \$1 PV ON 386.6700 SHARES DUE 5/15/2021 \$0.00133/PV ON 290,000.00 PV DUE 5/15/21	0.00	-	-	-	-	386.67	-	-	-
05/17/2021			144141DC9	INTEREST EARNED ON PROG ENERGY CAROLINA 2.800% 5/15/22 \$1 PV ON 250000.0000 SHARES DUE 5/15/2021	0.00	-	-	-	-	3,500.00	-	-	-
05/17/2021			144141DC9	AMORTIZED PREMIUM ON PROG ENERGY CAROLINA 2.800% 5/15/22 CURRENT YEAR AMORTIZATION	0.00	-	-	-	-	-	(556.00)	-	-
05/17/2021			26208VAD8	INTEREST EARNED ON DRIVE AUTO 0.830% 5/15/24 \$1 PV ON 62.2500 SHARES DUE 5/15/2021 \$0.00069/PV ON 90,000.00 PV DUE 5/15/21	0.00	-	-	-	-	62.25	-	-	-
05/17/2021			262108AD5	INTEREST EARNED ON DRIVE AUTO 0.650% 7/15/25 \$1 PV ON 117.3600 SHARES DUE 5/15/2021 \$0.00047/PV ON 250,000.00 PV DUE 5/15/21	0.00	-	-	-	-	117.36	-	-	-
05/17/2021	05/17/2021	05/17/2021	31846V203	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Y	17,795.79	1.00	-	-	-	(17,795.79)	17,795.79	-	-
05/17/2021	05/17/2021	05/17/2021	31846V203	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Y	171,575.27	1.00	-	-	-	(171,575.27)	171,575.27	-	-
05/17/2021			43815NAC8	INTEREST EARNED ON HONDA AUTO 1.780% 8/15/23 \$1 PV ON 370.8300 SHARES DUE 5/15/2021 \$0.00148/PV ON 250,000.00 PV DUE 5/15/21	0.00	-	-	-	-	370.83	-	-	-
05/17/2021			47789JAD8	INTEREST EARNED ON JOHN DEERE OWNER 2.910% 7/17/23 \$1 PV ON 384.4500 SHARES DUE 5/15/2021 \$0.00242/PV ON 158,535.72 PV DUE 5/15/21	0.00	-	-	-	-	384.45	-	-	-
05/17/2021	05/15/2021	05/17/2021	47789JAD8	PAID DOWN PAR VALUE OF JOHN DEERE OWNER 2.910% 7/17/23	-19,988.19	2.63	-	-	-	19,988.19	(19,985.73)	-	2.46

Payden & Rygel Operating Portfolio Transaction Report
Quarter ended June 30, 2021

Account Number: 001050990415				Name: RIVERSIDE COUNTY TRANS COMM									
Transaction Date	Trade Date	Settlement Date	CUSIP	Description	Units	Price	Commissions	SEC Fees	Miscellaneous Fees	Net Cash Amount	Federal Tax Cost Amount	Short Term Gain/Loss Amount	Long Term Gain/Loss Amount
05/17/2021			47789KAC7	INTEREST EARNED ON JOHN DEERE OWNER 1.100% 8/15/24 \$1 PV ON 394.1700 SHARES DUE 5/15/2021 \$0.00092/PV ON 430,000.00 PV DUE 5/15/21	0.00	-	-	-	-	394.17	-	-	-
05/17/2021			58770FAC6	INTEREST EARNED ON MERCEDES BENZ AUTO 1.840% 12/15/22 \$1 PV ON 214.6700 SHARES DUE 5/15/2021 \$0.00153/PV ON 140,000.00 PV DUE 5/15/21	0.00	-	-	-	-	214.67	-	-	-
05/17/2021			80285WAD9	INTEREST EARNED ON SANTANDER DRIVE 0.00001% 7/15/24 \$1 PV ON 143.0000 SHARES DUE 5/15/2021 \$0.00043/PV ON 330,000.00 PV DUE 5/15/21	0.00	-	-	-	-	143.00	-	-	-
05/17/2021			89238UAD2	INTEREST EARNED ON TOYOTA AUTO 1.910% 9/15/23 \$1 PV ON 397.9200 SHARES DUE 5/15/2021 \$0.00159/PV ON 250,000.00 PV DUE 5/15/21	0.00	-	-	-	-	397.92	-	-	-
05/17/2021	05/15/2021	05/17/2021	89238UAD2	PAID DOWN PAR VALUE OF TOYOTA AUTO 1.910% 9/15/23	-17,254.87	-	-	-	-	17,254.87	(17,254.73)	-	0.14
05/17/2021	05/15/2021	05/15/2021	91412G2S3	MATURED PAR VALUE OF UNIV OF CALIFORNIA 2.112% 5/15/21 140,000 PAR VALUE AT 100 %	-140,000.00	1.00	-	-	-	140,000.00	(140,000.00)	-	-
05/17/2021			91412G2S3	INTEREST EARNED ON UNIV OF CALIFORNIA 2.112% 5/15/21 \$1 PV ON 140000.0000 SHARES DUE 5/15/2021	0.00	-	-	-	-	1,478.40	-	-	-
05/17/2021			91412HDJ9	INTEREST EARNED ON UNIV OF CA 3.283% 5/15/22 \$1 PV ON 285000.0000 SHARES DUE 5/15/2021	0.00	-	-	-	-	4,678.28	-	-	-
05/17/2021			91412HDJ9	AMORTIZED PREMIUM ON UNIV OF CA 3.283% 5/15/22	0.00	-	-	-	-	-	(104.94)	-	-
05/20/2021			17325FAY4	CURRENT YEAR AMORTIZATION	0.00	-	-	-	-	-	(379.83)	-	-
05/20/2021	05/20/2021	05/20/2021	17325FAY4	AMORTIZED PREMIUM ON CITIBANK NA 2.844% 5/20/22	0.00	-	-	-	-	-	(510,000.00)	-	-
05/20/2021	05/20/2021	05/20/2021	17325FAY4	FULL CALL PAR VALUE OF CITIBANK NA 2.844% 5/20/22 /CALLS/	-510,000.00	1.00	-	-	-	510,000.00	(510,000.00)	-	-
05/20/2021			17325FAY4	INTEREST EARNED ON CITIBANK NA 2.844% 5/20/22 \$1 PV ON 510000.0000 SHARES DUE 5/20/2021	0.00	-	-	-	-	7,252.20	-	-	-
05/20/2021	05/20/2021	05/20/2021	31846V203	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Y TRUST FEES COLLECTED CHARGED FOR PERIOD 04/01/2021 THRU 04/30/2021 COLLECTED BY DISBURSEMENT	517,252.20	1.00	-	-	-	(517,252.20)	517,252.20	-	-
05/25/2021				INTEREST EARNED ON BMW VEHICLE OWNER 1.920% 1/25/24 \$1 PV ON 471.8900 SHARES DUE 5/25/2021 \$0.00160/PV ON 294,934.34 PV DUE 5/25/21	0.00	-	-	-	-	471.89	-	-	-
05/25/2021	05/25/2021	05/25/2021	05588CAC6	PAID DOWN PAR VALUE OF BMW VEHICLE OWNER 1.920% 1/25/24	-23,106.86	-	-	-	-	23,106.86	(23,103.75)	-	3.11
05/25/2021			3134GXDZ4	INTEREST EARNED ON F H L M C M T N 0.450% 11/25/24 \$1 PV ON 300000.0000 SHARES DUE 5/25/2021	0.00	-	-	-	-	675.00	-	-	-
05/25/2021			3136AKQM8	INTEREST EARNED ON F N M A GTD REMIC 3.056% 6/25/24 \$1 PV ON 1032.6600 SHARES DUE 5/25/2021 \$0.00255/PV ON 405,494.60 PV DUE 5/25/21	0.00	-	-	-	-	1,032.66	-	-	-
05/25/2021			3136AKQM8	AMORTIZED PREMIUM ON F N M A GTD REMIC 3.056% 6/25/24	0.00	-	-	-	-	-	(624.51)	-	-
05/25/2021	05/25/2021	05/25/2021	3136AKQM8	CURRENT YEAR AMORTIZATION	0.00	-	-	-	-	-	(827.39)	(45.25)	-
05/25/2021			3136B1XP4	PAID DOWN PAR VALUE OF F N M A GTD REMIC 3.056% 6/25/24	-782.14	-	-	-	-	782.14	(827.39)	(45.25)	-
05/25/2021			3136B1XP4	INTEREST EARNED ON F N M A GTD REMIC 3.560% 9/25/21 \$1 PV ON 45.8300 SHARES DUE 5/25/2021 \$0.00297/PV ON 15,449.97 PV DUE 5/25/21	0.00	-	-	-	-	45.83	-	-	-
05/25/2021			3136B1XP4	AMORTIZED PREMIUM ON F N M A GTD REMIC 3.560% 9/25/21	0.00	-	-	-	-	-	(7.41)	-	-
05/25/2021	05/25/2021	05/25/2021	3136B1XP4	CURRENT YEAR AMORTIZATION	0.00	-	-	-	-	-	(2,155.79)	-	-
05/25/2021			3137ATRW4	PAID DOWN PAR VALUE OF F H L M C MULTICLASS 2.373% 5/25/22	-2,151.56	-	-	-	-	2,151.56	(2,155.79)	-	(4.23)
05/25/2021			3137ATRW4	INTEREST EARNED ON F H L M C MULTICLASS 2.373% 5/25/22 \$1 PV ON 375.7300 SHARES DUE 5/25/2021 \$0.00198/PV ON 190,000.00 PV DUE 5/25/21	0.00	-	-	-	-	375.73	-	-	-
05/25/2021			3137ATRW4	AMORTIZED PREMIUM ON F H L M C MULTICLASS 2.373% 5/25/22	0.00	-	-	-	-	-	(30.48)	-	-
05/25/2021	05/25/2021	05/25/2021	3137ATRW4	CURRENT YEAR AMORTIZATION	0.00	-	-	-	-	-	(275.38)	-	(0.54)
05/25/2021			3137B1U75	PAID DOWN PAR VALUE OF F H L M C MULTICLASS 2.373% 5/25/22	-274.84	-	-	-	-	274.84	(275.38)	-	(0.54)
05/25/2021			3137B1U75	INTEREST EARNED ON F H L M C MLTCL MTG 2.522% 1/25/23 \$1 PV ON 273.5300 SHARES DUE 5/25/2021 \$0.00210/PV ON 130,149.57 PV DUE 5/25/21	0.00	-	-	-	-	273.53	-	-	-
05/25/2021			3137B1U75	AMORTIZED PREMIUM ON F H L M C MLTCL MTG 2.522% 1/25/23	0.00	-	-	-	-	-	(14.81)	-	-
05/25/2021	05/25/2021	05/25/2021	3137B1U75	CURRENT YEAR AMORTIZATION	0.00	-	-	-	-	-	(430.29)	-	(0.99)
05/25/2021			3137B36J2	PAID DOWN PAR VALUE OF F H L M C MLTCL MTG 2.522% 1/25/23	-429.30	-	-	-	-	429.30	(430.29)	-	(0.99)
05/25/2021			3137B36J2	INTEREST EARNED ON F H L M C MLTCL MT 3.320% 2/25/23 \$1 PV ON 1326.4900 SHARES DUE 5/25/2021 \$0.00276/PV ON 480,000.00 PV DUE 5/25/21	0.00	-	-	-	-	1,326.49	-	-	-
05/25/2021			3137B36J2	AMORTIZED PREMIUM ON F H L M C MLTCL MT 3.320% 2/25/23	0.00	-	-	-	-	-	(506.70)	-	-
05/25/2021			3137B4GY6	CURRENT YEAR AMORTIZATION	0.00	-	-	-	-	-	(506.70)	-	-
05/25/2021			3137B4GY6	INTEREST EARNED ON F H L M C MLTCL MT 3.30996% 5/25/23 \$1 PV ON 1406.7300 SHARES DUE 5/25/2021 \$0.00276/PV ON 510,000.00 PV DUE 5/25/21	0.00	-	-	-	-	1,406.73	-	-	-
05/25/2021			3137B4GY6	AMORTIZED PREMIUM ON F H L M C MLTCL MT 3.30996% 5/25/23	0.00	-	-	-	-	-	(1,187.94)	-	-
05/25/2021			3137B4WB8	CURRENT YEAR AMORTIZATION	0.00	-	-	-	-	-	(1,187.94)	-	-
05/25/2021			3137B4WB8	INTEREST EARNED ON F H L M C MLTCL MTG 3.060% 7/25/23 \$1 PV ON 1249.5000 SHARES DUE 5/25/2021 \$0.00255/PV ON 490,000.00 PV DUE 5/25/21	0.00	-	-	-	-	1,249.50	-	-	-
05/25/2021			3137B4WB8	AMORTIZED PREMIUM ON F H L M C MLTCL MTG 3.060% 7/25/23	0.00	-	-	-	-	-	(587.66)	-	-
05/25/2021	05/25/2021	05/25/2021	31846V203	CURRENT YEAR AMORTIZATION	0.00	-	-	-	-	-	(587.66)	-	-
05/25/2021	05/25/2021	05/25/2021	31846V203	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Y	274.84	1.00	-	-	-	(274.84)	274.84	-	-
05/25/2021	05/25/2021	05/25/2021	31846V203	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Y	183,864.28	1.00	-	-	-	(183,864.28)	183,864.28	-	-

Payden & Rygel Operating Portfolio Transaction Report

Quarter ended June 30, 2021

Account Number: 001050990415				Name: RIVERSIDE COUNTY TRANS COMM									
Transaction Date	Trade Date	Settlement Date	CUSIP	Description	Units	Price	Commissions	SEC Fees	Miscellaneous Fees	Net Cash Amount	Federal Tax Cost Amount	Short Term Gain/Loss Amount	Long Term Gain/Loss Amount
05/25/2021	05/21/2021	05/25/2021	3582326S0	SOLD PAR VALUE OF FRESNO CALIF UNI CA 0.719% 8/01/24	-150,000.00	1.01	-	-	-	150,775.50	(150,000.00)	775.50	-
05/25/2021		05/25/2021	3582326S0	/MARKETAXESS CORP/150,000 PAR VALUE AT 100.517 %									
05/27/2021	05/27/2021	05/27/2021	31846V203	RECEIVED ACCRUED INTEREST ON SALE OF FRESNO CALIF UNI CA 0.719% 8/01/24	0.00	-	-	-	-	341.53	-	-	-
05/27/2021	05/26/2021	05/27/2021	91282CBE0	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Y	264,385.83	1.00	-	-	-	(264,385.83)	264,385.83	-	-
05/27/2021		05/27/2021	91282CBE0	SOLD PAR VALUE OF U S TREASURY NT 0.125% 1/15/24 /CITADEL SECURITIES LLC/265,000 PAR VALUE AT 99.7226566 %	-265,000.00	1.00	-	-	-	264,265.04	(264,565.23)	(300.19)	-
05/27/2021		05/27/2021	91282CBE0	RECEIVED ACCRUED INTEREST ON SALE OF U S TREASURY NT 0.125% 1/15/24	0.00	-	-	-	-	120.79	-	-	-
06/01/2021	06/01/2021	06/01/2021	010831DN2	MATURED PAR VALUE OF ALAMEDA CNTY CA JT 2.866% 6/01/21	-255,000.00	1.00	-	-	-	255,000.00	(255,000.00)	-	-
06/01/2021			010831DN2	255,000 PAR VALUE AT 100 %									
06/01/2021			010831DN2	INTEREST EARNED ON ALAMEDA CNTY CA JT 2.866% 6/01/21 \$1 PV	0.00	-	-	-	-	3,654.15	-	-	-
06/01/2021			010831DQ5	ON 255000.0000 SHARES DUE 6/1/2021									
06/01/2021			010831DQ5	INTEREST EARNED ON ALAMEDA CNTY CA 3.095% 6/01/23 \$1 PV	0.00	-	-	-	-	2,011.75	-	-	-
06/01/2021			010831DQ5	ON 130000.0000 SHARES DUE 6/1/2021									
06/01/2021			010831DQ5	AMORTIZED PREMIUM ON ALAMEDA CNTY CA 3.095% 6/01/23	0.00	-	-	-	-	-	(718.15)	-	-
06/01/2021			023135AJ5	CURRENT YEAR AMORTIZATION									
06/01/2021			023135AJ5	INTEREST EARNED ON AMAZON COM INC 2.500% 11/29/22 \$1 PV	0.00	-	-	-	-	3,750.00	-	-	-
06/01/2021			023135AJ5	ON 300000.0000 SHARES DUE 5/29/2021									
06/01/2021			023135AJ5	AMORTIZED PREMIUM ON AMAZON COM INC 2.500% 11/29/22	0.00	-	-	-	-	-	(2,756.35)	-	-
06/01/2021			023135AJ5	CURRENT YEAR AMORTIZATION									
06/01/2021			088006JW2	INTEREST EARNED ON BEVERLY HILLS CA 0.373% 6/01/22 \$1 PV ON	0.00	-	-	-	-	615.45	-	-	-
06/01/2021			088006JW2	330000.0000 SHARES DUE 6/1/2021									
06/01/2021			13032UJZ9	INTEREST EARNED ON CALIFORNIA ST HLTH 1.893% 6/01/22 \$1 PV	0.00	-	-	-	-	4,921.80	-	-	-
06/01/2021	06/01/2021	06/01/2021	31846V203	ON 520000.0000 SHARES DUE 6/1/2021						1,260,298.58	(1,260,298.58)	-	-
06/01/2021			31846V203	SOLD UNITS OF FIRST AM GOVT OB FD CL Y	-1,260,298.58	1.00	-	-	-				
06/01/2021			31846V203	INTEREST EARNED ON FIRST AM GOVT OB FD CL Y UNIT ON 0.0000	0.00	-	-	-	-	3.68	-	-	-
06/01/2021			31846V203	SHARES DUE 5/31/2021 INTEREST FROM 5/1/21 TO 5/31/21									
06/01/2021	05/26/2021	06/01/2021	61747YEA9	PURCHASED PAR VALUE OF MORGAN STANLEY 0.790% 5/30/25	265,000.00	1.00	-	-	-	(265,000.00)	265,000.00	-	-
06/01/2021			61747YEA9	/MORGAN STANLEY & CO. LLC/265,000 PAR VALUE AT 100 %									
06/01/2021			786134WD4	INTEREST EARNED ON SACRAMENTO CNTY CA 0.629% 12/01/22 \$1	0.00	-	-	-	-	880.60	-	-	-
06/01/2021			786134WD4	PV ON 280000.0000 SHARES DUE 6/1/2021									
06/01/2021			80136PCY7	INTEREST EARNED ON SANTA BARBARA CA 3.300% 12/01/21 \$1 PV	0.00	-	-	-	-	2,062.50	-	-	-
06/01/2021			80136PCY7	ON 125000.0000 SHARES DUE 6/1/2021									
06/01/2021			80168FMA1	INTEREST EARNED ON SANTA CLARA VLY CA 2.387% 6/01/21 \$1 PV	0.00	-	-	-	-	4,774.00	-	-	-
06/01/2021			80168FMA1	ON 400000.0000 SHARES DUE 6/1/2021									
06/01/2021			80168FMA1	ACCREDITED DISCOUNT ON SANTA CLARA VLY CA 2.387% 6/01/21	0.00	-	-	-	-	-	2,244.00	-	-
06/01/2021			80168FMA1	MARKET DISCOUNT									
06/01/2021	06/01/2021	06/01/2021	80168FMA1	MATURED PAR VALUE OF SANTA CLARA VLY CA 2.387% 6/01/21	-400,000.00	1.00	-	-	-	400,000.00	(400,000.00)	-	-
06/01/2021			80168FMA1	400,000 PAR VALUE AT 100 %									
06/01/2021	05/28/2021	06/01/2021	91282CCC3	PURCHASED PAR VALUE OF U S TREASURY NT 0.250% 5/15/24	1,675,000.00	1.00	-	-	-	(1,672,775.39)	1,672,775.39	-	-
06/01/2021			91282CCC3	/J.P. MORGAN SECURITIES LLC/1,675,000 PAR VALUE AT 99.86718746 %									
06/01/2021		06/01/2021	91282CCC3	PAID ACCRUED INTEREST ON PURCHASE OF U S TREASURY NT 0.250% 5/15/24	0.00	-	-	-	-	(193.44)	-	-	-
06/02/2021	06/02/2021	06/02/2021	31846V203	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Y	3.68	1.00	-	-	-	(3.68)	3.68	-	-
06/03/2021			023135BP0	INTEREST EARNED ON AMAZON COM INC SR NT 0.400% 6/03/23 \$1 PV	0.00	-	-	-	-	540.00	-	-	-
06/03/2021			023135BP0	ON 270000.0000 SHARES DUE 6/3/2021									
06/03/2021			166764AU4	INTEREST EARNED ON CHEVRON CORP 0.71425% 3/03/22 \$1 PV	0.00	-	-	-	-	912.65	-	-	-
06/03/2021			166764AU4	ON 500000.0000 SHARES DUE 6/3/2021									
06/03/2021			166764AU4	AMORTIZED PREMIUM ON CHEVRON CORP 0.71425% 3/03/22	0.00	-	-	-	-	-	(320.59)	-	-
06/03/2021			166764AU4	CURRENT YEAR AMORTIZATION									
06/03/2021	06/03/2021	06/03/2021	31846V203	SOLD UNITS OF FIRST AM GOVT OB FD CL Y	-48,538.35	1.00	-	-	-	48,538.35	(48,538.35)	-	-
06/03/2021			31846V203	48,538.35 PAR VALUE AT 100 %									
06/03/2021	05/25/2021	06/03/2021	440452AG5	PURCHASED PAR VALUE OF HORMEL FOODS CORP 0.650% 6/03/24	50,000.00	1.00	-	-	-	(49,991.00)	49,991.00	-	-
06/07/2021	06/07/2021	06/07/2021	31846V203	/J.P. MORGAN SECURITIES LLC/50,000 PAR VALUE AT 99.982 %	390,258.48	1.00	-	-	-	(390,258.48)	390,258.48	-	-
06/07/2021			31846V203	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Y									
06/07/2021			91282CBD2	AMORTIZED PREMIUM ON U S TREASURY NT 0.125% 12/31/22	0.00	-	-	-	-	-	(1.09)	-	-
06/07/2021			91282CBD2	CURRENT YEAR AMORTIZATION									
06/07/2021	06/04/2021	06/07/2021	91282CBD2	SOLD PAR VALUE OF U S TREASURY NT 0.125% 12/31/22	-390,000.00	1.00	-	-	-	390,045.70	(389,847.66)	198.04	-
06/07/2021			91282CBD2	/CITIGROUP GLOBAL MARKETS INC./390,000 PAR VALUE AT 100.01171795 %									
06/07/2021		06/07/2021	91282CBD2	RECEIVED ACCRUED INTEREST ON SALE OF U S TREASURY NT 0.125% 12/31/22	0.00	-	-	-	-	212.78	-	-	-
06/10/2021	06/10/2021	06/10/2021	31846V203	0.125% 12/31/22	-487,070.40	1.00	-	-	-	487,070.40	(487,070.40)	-	-
06/10/2021			31846V203	SOLD UNITS OF FIRST AM GOVT OB FD CL Y									
06/10/2021	05/28/2021	06/10/2021	544290JH3	PURCHASED PAR VALUE OF LOS ALTOS CA 1.000% 10/01/24	480,000.00	1.01	-	-	-	(487,070.40)	487,070.40	-	-
06/11/2021	06/11/2021	06/11/2021	31846V203	/RAYMOND JAMES/FI/480,000 PAR VALUE AT 101.473 %	952,530.15	1.00	-	-	-	(952,530.15)	952,530.15	-	-
06/11/2021			31846V203	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Y									
06/11/2021	06/11/2021	06/11/2021	544290JC4	FULL CALL PAR VALUE OF LOS ALTOS CA SCH 2.143% 8/01/23	-390,000.00	1.00	-	-	-	390,000.00	(390,000.00)	-	-
06/11/2021			544290JC4	/CALLS/									
06/11/2021			544290JC4	INTEREST EARNED ON LOS ALTOS CA SCH 2.143% 8/01/23 \$1 PV	0.00	-	-	-	-	3,018.05	-	-	-
06/11/2021			544290JC4	ON 390000.0000 SHARES DUE 6/11/2021									
06/11/2021	06/10/2021	06/11/2021	91282CCC3	SOLD PAR VALUE OF U S TREASURY NT 0.250% 5/15/24 /CITADEL SECURITIES LLC/560,000 PAR VALUE AT 99.89453214 %	-560,000.00	1.00	-	-	-	559,409.38	(559,256.25)	153.13	-
06/11/2021		06/11/2021	91282CCC3	RECEIVED ACCRUED INTEREST ON SALE OF U S TREASURY NT 0.250% 5/15/24	0.00	-	-	-	-	102.72	-	-	-
06/14/2021	06/14/2021	06/14/2021	31846V203	SOLD UNITS OF FIRST AM GOVT OB FD CL Y	-606,421.95	1.00	-	-	-	606,421.95	(606,421.95)	-	-

Payden & Rygel Operating Portfolio Transaction Report
Quarter ended June 30, 2021

Account Number: 001050990415			Name: RIVERSIDE COUNTY TRANS COMM										
Transaction Date	Trade Date	Settlement Date	CUSIP	Description	Units	Price	Commissions	SEC Fees	Miscellaneous Fees	Net Cash Amount	Federal Tax Cost Amount	Short Term Gain/Loss Amount	Long Term Gain/Loss Amount
06/14/2021	06/10/2021	06/14/2021	86787EAY3	PURCHASED PAR VALUE OF SUNTRUST BANK 3.689% 8/02/24 /CREDIT SUISSE SECURITIES (USA)560,000 PAR VALUE AT 106.937 %	560,000.00	1.07	-	-	-	(598,847.20)	598,847.20	-	-
06/14/2021		06/14/2021	86787EAY3	PAID ACCRUED INTEREST ON PURCHASE OF SUNTRUST BANK 3.689% 8/02/24	0.00	-	-	-	-	(7,574.75)	-	-	-
06/15/2021			14043MAC5	INTEREST EARNED ON CAPITAL ONE PRIME 1.600% 11/15/24 \$1 PV ON 386.6700 SHARES DUE 6/15/2021 \$0.00133/PV ON 290,000.00 PV DUE 6/15/21	0.00	-	-	-	-	386.67	-	-	-
06/15/2021			250847EJ5	INTEREST EARNED ON DETROIT EDISON CO 2.650% 6/15/22 \$1 PV ON 180000.0000 SHARES DUE 6/15/2021	0.00	-	-	-	-	2,385.00	-	-	-
06/15/2021			250847EJ5	AMORTIZED PREMIUM ON DETROIT EDISON CO 2.650% 6/15/22 CURRENT YEAR AMORTIZATION	0.00	-	-	-	-	-	(464.27)	-	-
06/15/2021			26208VAD8	INTEREST EARNED ON DRIVE AUTO 0.830% 5/15/24 \$1 PV ON 62.2500 SHARES DUE 6/15/2021 \$0.00069/PV ON 90,000.00 PV DUE 6/15/21	0.00	-	-	-	-	62.25	-	-	-
06/15/2021			262108AD5	INTEREST EARNED ON DRIVE AUTO 0.650% 7/15/25 \$1 PV ON 250000.0000 SHARES DUE 6/15/2021	0.00	-	-	-	-	135.42	-	-	-
06/15/2021	06/15/2021	06/15/2021	31846V203	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Y	16,713.47	1.00	-	-	-	(16,713.47)	16,713.47	-	-
06/15/2021	06/15/2021	06/15/2021	31846V203	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Y	39,486.43	1.00	-	-	-	(39,486.43)	39,486.43	-	-
06/15/2021			43815NAC8	INTEREST EARNED ON HONDA AUTO 1.780% 8/15/23 \$1 PV ON 370.8300 SHARES DUE 6/15/2021 \$0.00148/PV ON 250,000.00 PV DUE 6/15/21	0.00	-	-	-	-	370.83	-	-	-
06/15/2021	06/15/2021	06/15/2021	43815NAC8	PAID DOWN PAR VALUE OF HONDA AUTO 1.780% 8/15/23 PRINC/INT DUE	-16,190.61	-	-	-	-	16,190.61	(16,190.48)	-	0.13
06/15/2021			47789JAD8	INTEREST EARNED ON JOHN DEERE OWNER 2.910% 7/17/23 \$1 PV ON 335.9800 SHARES DUE 6/15/2021 \$0.00243/PV ON 138,547.53 PV DUE 6/15/21	0.00	-	-	-	-	335.98	-	-	-
06/15/2021	06/15/2021	06/15/2021	47789JAD8	PAID DOWN PAR VALUE OF JOHN DEERE OWNER 2.910% 7/17/23 INTEREST EARNED ON JOHN DEERE OWNER 1.100% 8/15/24 \$1 PV ON 394.1700 SHARES DUE 6/15/2021 \$0.00092/PV ON 430,000.00 PV DUE 6/15/21	-12,731.56	-	-	-	-	12,731.56	(12,730.00)	-	1.56
06/15/2021			47789KAC7	INTEREST EARNED ON MERCEDES BENZ AUTO 1.840% 12/15/22 \$1 PV ON 214.6700 SHARES DUE 6/15/2021 \$0.00153/PV ON 140,000.00 PV DUE 6/15/21	0.00	-	-	-	-	394.17	-	-	-
06/15/2021			58770FAC6	INTEREST EARNED ON SANTANDER DRIVE 0.00001% 7/15/24 \$1 PV ON 143.0000 SHARES DUE 6/15/2021 \$0.00043/PV ON 330,000.00 PV DUE 6/15/21	0.00	-	-	-	-	214.67	-	-	-
06/15/2021			80285WAD9	INTEREST EARNED ON TOYOTA AUTO 1.910% 9/15/23 \$1 PV ON 370.4500 SHARES DUE 6/15/2021 \$0.00159/PV ON 232,745.13 PV DUE 6/15/21	0.00	-	-	-	-	143.00	-	-	-
06/15/2021			89238UAD2	INTEREST EARNED ON U S TREASURY NT 0.125% 12/15/23 \$1 PV ON 7310000.0000 SHARES DUE 6/15/2021	0.00	-	-	-	-	4,568.75	-	-	-
06/15/2021	06/15/2021	06/15/2021	89238UAD2	PAID DOWN PAR VALUE OF TOYOTA AUTO 1.910% 9/15/23 INTEREST EARNED ON U S TREASURY NT 0.125% 12/15/23 \$1 PV ON 7310000.0000 SHARES DUE 6/15/2021	-17,910.54	-	-	-	-	17,910.54	(17,910.39)	-	0.15
06/15/2021			91282CBA8	AMORTIZED PREMIUM ON U S TREASURY NT 0.125% 12/31/22 CURRENT YEAR AMORTIZATION	84,971.09	1.00	-	-	-	(84,971.09)	84,971.09	-	-
06/22/2021	06/22/2021	06/22/2021	31846V203	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Y	84,971.09	1.00	-	-	-	(84,971.09)	84,971.09	-	-
06/22/2021			91282CBD2	AMORTIZED PREMIUM ON U S TREASURY NT 0.125% 12/31/22 CURRENT YEAR AMORTIZATION	0.00	-	-	-	-	-	(0.48)	-	-
06/22/2021	06/21/2021	06/22/2021	91282CBD2	SOLD PAR VALUE OF U S TREASURY NT 0.125% 12/31/22 /NATWEST MKTS SECS/FIXED INCOME/85,000 PAR VALUE AT 99.90624706 %	-85,000.00	1.00	-	-	-	84,920.31	(84,966.80)	(46.49)	-
06/22/2021		06/22/2021	91282CBD2	RECEIVED ACCRUED INTEREST ON SALE OF U S TREASURY NT 0.125% 12/31/22	0.00	-	-	-	-	50.78	-	-	-
06/23/2021			17325FAQ1	INTEREST EARNED ON CITIBANK NA 3.400% 7/23/21 \$1 PV ON 250000.0000 SHARES DUE 6/23/2021 ACCRUED INTEREST ON 6/23/2021 FULL CALL	0.00	-	-	-	-	3,541.67	-	-	-
06/23/2021			17325FAQ1	AMORTIZED PREMIUM ON CITIBANK NA 3.400% 7/23/21 CURRENT YEAR AMORTIZATION	0.00	-	-	-	-	-	(1,087.90)	-	-

Payden & Rygel Operating Portfolio Transaction Report

Quarter ended June 30, 2021

Account Number: 001050990415			Name: RIVERSIDE COUNTY TRANS COMM											
Transaction Date	Trade Date	Settlement Date	CUSIP	Description	Units	Price	Commissions	SEC Fees	Miscellaneous Fees	Net Cash Amount	Federal Tax Cost Amount	Short Term Gain/Loss Amount	Long Term Gain/Loss Amount	
06/23/2021	06/23/2021	06/23/2021	17325FAQ1	FULL CALL PAR VALUE OF CITIBANK NA 3.400% 7/23/21 /CALLS/	-250,000.00	1.00	-	-	-	250,000.00	(250,000.00)	-	-	
06/23/2021	06/23/2021	06/23/2021	31846V203	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Y	3,541.67	1.00	-	-	-	(3,541.67)	3,541.67	-	-	
06/23/2021	06/23/2021	06/23/2021	31846V203	SOLD UNITS OF FIRST AM GOVT OB FD CL Y	-17,968.75	1.00	-	-	-	17,968.75	(17,968.75)	-	-	
06/23/2021	06/16/2021	06/23/2021	64990FD43	PURCHASED PAR VALUE OF NEW YORK ST /JEFFERIES LLC/400,000 PAR VALUE AT 100 % 0.887% 3/15/25	400,000.00	1.00	-	-	-	(400,000.00)	400,000.00	-	-	
06/23/2021	06/23/2021	06/23/2021	931142EJ8	MATURED PAR VALUE OF WALMART INC PAR VALUE AT 100 % 3.125% 6/23/21 130,000	-130,000.00	1.00	-	-	-	130,000.00	(129,993.50)	-	6.50	
06/23/2021			931142EJ8	INTEREST EARNED ON WALMART INC 130000.0000 SHARES DUE 6/23/2021	0.00	-	-	-	-	2,031.25	-	-	-	
06/24/2021				TRUST FEES COLLECTED CHARGED FOR PERIOD 05/01/2021 THRU 05/31/2021 COLLECTED BY DISBURSEMENT	0.00	-	-	-	-	(580.50)	-	-	-	
06/24/2021	06/24/2021	06/24/2021	31846V203	SOLD UNITS OF FIRST AM GOVT OB FD CL Y	-200,580.50	1.00	-	-	-	200,580.50	(200,580.50)	-	-	
06/24/2021	06/21/2021	06/24/2021	69351UAY9	PURCHASED PAR VALUE OF PPL ELEC UTILS /BOFA SECURITIES, INC./FXD INC/200,000 PAR VALUE AT 100 % 0.00001% 6/24/24	200,000.00	1.00	-	-	-	(200,000.00)	200,000.00	-	-	
06/25/2021			05588CAC6	INTEREST EARNED ON BMW VEHICLE OWNER ON 434.9200 SHARES DUE 6/25/2021 \$0.00160/PV ON DUE 6/25/21 1.920% 1/25/24 \$1 PV	0.00	-	-	-	-	434.92	-	-	-	
06/25/2021	06/25/2021	06/25/2021	05588CAC6	PAID DOWN PAR VALUE OF BMW VEHICLE OWNER INTEREST EARNED ON F N M A GTD REMIC 3.056% 6/25/24 \$1 PV ON 1030.6700 SHARES DUE 6/25/2021 \$0.00255/PV ON DUE 6/25/21 271,827.48 PV	-21,969.15	-	-	-	-	21,969.15	(21,966.20)	-	2.95	
06/25/2021			3136AKQM8	AMORTIZED PREMIUM ON F N M A GTD REMIC 3.056% 6/25/24	0.00	-	-	-	-	1,030.67	-	-	-	
06/25/2021			3136AKQM8	CURRENT YEAR AMORTIZATION	0.00	-	-	-	-	-	(644.08)	-	-	
06/25/2021	06/25/2021	06/25/2021	3136AKQM8	PAID DOWN PAR VALUE OF F N M A GTD REMIC 3.056% 6/25/24	-736.00	-	-	-	-	736.00	(777.41)	-	(41.41)	
06/25/2021			3136B1XP4	INTEREST EARNED ON F N M A GTD REMIC 3.560% 9/25/21 \$1 PV ON 39.4500 SHARES DUE 6/25/2021 \$0.00297/PV ON DUE 6/25/21 13,298.41 PV	0.00	-	-	-	-	39.45	-	-	-	
06/25/2021			3136B1XP4	AMORTIZED PREMIUM ON F N M A GTD REMIC 3.560% 9/25/21	0.00	-	-	-	-	-	(6.59)	-	-	
06/25/2021	06/25/2021	06/25/2021	3136B1XP4	CURRENT YEAR AMORTIZATION	0.00	-	-	-	-	-	(6.59)	-	-	
06/25/2021			3136B1XP4	PAID DOWN PAR VALUE OF F N M A GTD REMIC 3.560% 9/25/21	-9,060.30	-	-	-	-	9,060.30	(9,073.63)	-	(13.33)	
06/25/2021			3137ATRW4	INTEREST EARNED ON F H L M C MULTICLASS 2.373% 5/25/22 \$1 PV ON 375.1800 SHARES DUE 6/25/2021 \$0.00198/PV ON DUE 6/25/21 189,725.16 PV	0.00	-	-	-	-	375.18	-	-	-	
06/25/2021			3137ATRW4	AMORTIZED PREMIUM ON F H L M C MULTICLASS 2.373% 5/25/22	0.00	-	-	-	-	-	(31.45)	-	-	
06/25/2021	06/25/2021	06/25/2021	3137ATRW4	CURRENT YEAR AMORTIZATION	-467.30	-	-	-	-	467.30	(468.13)	-	(0.83)	
06/25/2021			3137B1U75	PAID DOWN PAR VALUE OF F H L M C MULTICLASS 2.522% 1/25/23 \$1 PV ON 272.6300 SHARES DUE 6/25/2021 \$0.00210/PV ON DUE 6/25/21 129,720.27 PV	0.00	-	-	-	-	272.63	-	-	-	
06/25/2021			3137B1U75	AMORTIZED PREMIUM ON F H L M C MULTICLASS 2.522% 1/25/23	0.00	-	-	-	-	-	(15.26)	-	-	
06/25/2021	06/25/2021	06/25/2021	3137B1U75	CURRENT YEAR AMORTIZATION	-409.65	-	-	-	-	409.65	(410.55)	-	(0.90)	
06/25/2021			3137B36J2	INTEREST EARNED ON F H L M C MULTICL MT 3.320% 2/25/23 \$1 PV ON 1328.0000 SHARES DUE 6/25/2021 \$0.00277/PV ON DUE 6/25/21 480,000.00 PV	0.00	-	-	-	-	1,328.00	-	-	-	
06/25/2021			3137B36J2	AMORTIZED PREMIUM ON F H L M C MULTICL MT 3.320% 2/25/23	0.00	-	-	-	-	-	(523.59)	-	-	
06/25/2021			3137B4GY6	CURRENT YEAR AMORTIZATION	0.00	-	-	-	-	-	(523.59)	-	-	
06/25/2021			3137B4GY6	INTEREST EARNED ON F H L M C MULTCL MT 3.30996% 5/25/23 \$1 PV ON 1406.7300 SHARES DUE 6/25/2021 \$0.00276/PV ON DUE 6/25/21 510,000.00 PV	0.00	-	-	-	-	1,406.73	-	-	-	
06/25/2021			3137B4GY6	AMORTIZED PREMIUM ON F H L M C MULTCL MT 3.30996% 5/25/23	0.00	-	-	-	-	-	(1,227.54)	-	-	
06/25/2021			3137B4WB8	CURRENT YEAR AMORTIZATION	0.00	-	-	-	-	-	(1,227.54)	-	-	
06/25/2021			3137B4WB8	INTEREST EARNED ON F H L M C MULTCL MTG 3.060% 7/25/23 \$1 PV ON 1249.5000 SHARES DUE 6/25/2021 \$0.00255/PV ON DUE 6/25/21 490,000.00 PV	0.00	-	-	-	-	1,249.50	-	-	-	
06/25/2021			3137B4WB8	AMORTIZED PREMIUM ON F H L M C MULTCL MTG 3.060% 7/25/23	0.00	-	-	-	-	-	(607.25)	-	-	
06/25/2021			3137FYUR5	CURRENT YEAR AMORTIZATION	0.00	-	-	-	-	-	(607.25)	-	-	
06/25/2021	06/25/2021	06/25/2021	3137FYUR5	INTEREST EARNED ON F H L M C MULTCL 0.343% 8/26/24 \$1 PV ON 85.7500 SHARES DUE 6/25/2021 \$0.00029/PV ON DUE 6/25/21 300,000.00 PV	0.00	-	-	-	-	85.75	-	-	-	
06/25/2021	06/25/2021	06/25/2021	31846V203	PAID DOWN PAR VALUE OF F H L M C MULTCL 0.343% 8/26/24	-31.26	-	-	-	-	31.26	(31.26)	-	-	
06/25/2021	06/25/2021	06/25/2021	31846V203	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Y	38,896.49	1.00	-	-	-	(38,896.49)	38,896.49	-	-	
06/30/2021	06/30/2021	06/30/2021	31846V203	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Y	136,925.00	1.00	-	-	-	(136,925.00)	136,925.00	-	-	
06/30/2021			91282CBD2	INTEREST EARNED ON U S TREASURY NT 0.125% 12/31/22 \$1 PV ON 4160000.0000 SHARES DUE 6/30/2021	0.00	-	-	-	-	2,600.00	-	-	-	
06/30/2021			91282CBD2	AMORTIZED PREMIUM ON U S TREASURY NT 0.125% 12/31/22	0.00	-	-	-	-	-	(0.26)	-	-	
06/30/2021	06/29/2021	06/30/2021	91282CCC3	SOLD PAR VALUE OF U S TREASURY NT 0.250% 5/15/24 /WELLS FARGO SECURITIES, LLC/135,000 PAR VALUE AT 99.46874815 %	-135,000.00	0.99	-	-	-	134,282.81	(134,820.70)	(537.89)	-	
06/30/2021		06/30/2021	91282CCC3	RECEIVED ACCRUED INTEREST ON SALE OF U S TREASURY NT 0.250% 5/15/24	0.00	-	-	-	-	42.19	-	-	-	
											0.00	111,795.02	(5,701.20)	9,849.61

Riverside County Transportation Commission

SHORT DURATION FIXED INCOME

JULY 26, 2021



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1. MetLife Investment Management Overview

Overview

MetLife Investment Management (MIM)¹ manages Public Fixed Income, Private Capital and Real Estate assets for institutional investors worldwide by applying our deep asset class expertise to build tailored portfolio solutions. We also leverage the broader resources and 150-year history of MetLife to skillfully navigate markets.

MIM Highlights

Total Assets Under Management of \$642.4 billion² as of March 31, 2021

Separate accounts, proprietary commingled funds and client-specific portfolio solutions

Experienced and tenured investment teams

Deep fundamental research

Leverages the broader resources of the MetLife enterprise

Global Presence^{1,3}



1. As of March 31, 2021, subsidiaries of MetLife, Inc. that provide investment management services to MetLife's general account, separate accounts and/or unaffiliated/third party investors include Metropolitan Life Insurance Company, MetLife Investment Management, LLC, MetLife Investment Management Limited, MetLife Investments Limited, MetLife Investments Asia Limited, MetLife Latin America Asesorias e Inversiones Limitada, MetLife Asset Management Corp. (Japan), and MIM I LLC.

2. As of March 31, 2021. At estimated fair value. See Appendix – End Notes for additional information.

3. Illustration shown depicts locations of select MIM regional offices, chosen in MIM's discretion; not a complete representation of MIM's regional offices.

Short Duration Fixed Income Team

Portfolio Management		
Name	Responsibility	Industry Experience (yrs)
Scott Pavlak, CFA	Head of Short Duration Fixed Income	33
Juan Peruyero	Portfolio Manager	20

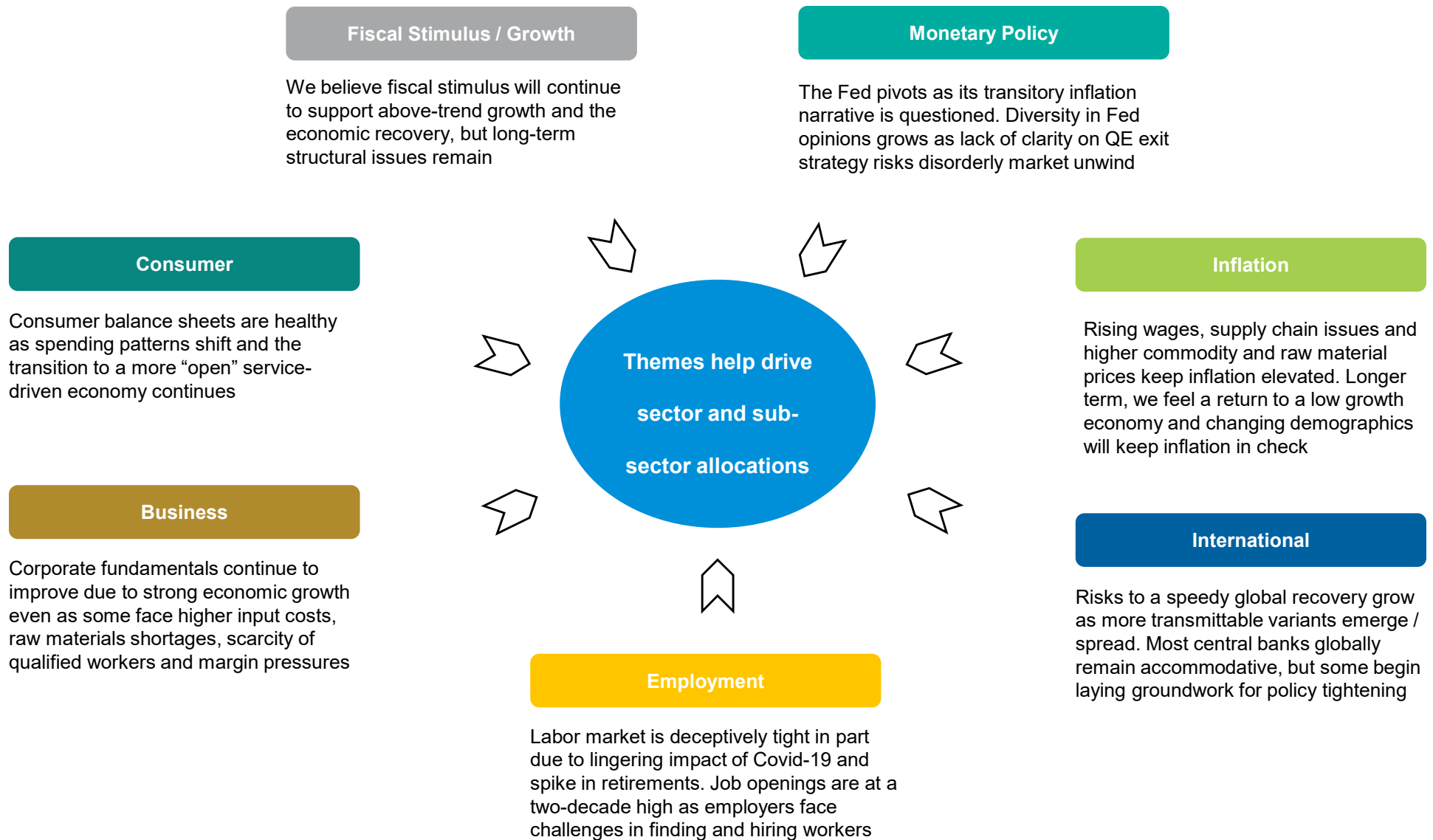
Portfolio Management Support		
Name	Sector	Industry Experience (yrs)
David Wheeler, CFA	Credit	34
Steve Kelly, CFA	Credit	32
Kimberley Slough	Municipals	27
John Palphreyman, CFA	Structured Products	21
Phil Tran	Treasuries, Agencies, Money Markets	17

Trading			
Name	Role	# of Traders	Average Industry Experience (yrs)
Dana Cottrell	Head of Investment Grade Trading	5	14
Thomas McClintic	Head of High Yield Trading	3	18
Jason Valentino	Head of Structured Products Trading	8	15

Research			
Name	Role	# of Analysts	Average Industry Experience (yrs)
Brian Funk, CFA	Head of Credit Research		24
Ian Bowman	Sector Leader – Consumer & Healthcare	7	17
Park Benjamin, CFA	Sector Leader – Energy, Basics, Materials	7	12
Scott O'Donnell	Sector Leader – Financials	10	15
Richard Davis, CFA	Sector Leader – Industrials	7	18
Zach Bauer, CFA	Sector Leader – Telecom, Media, Technology	7	15
Susan Young	Sector Leader – Utilities & Midstream	8	13
Brent Garrels	Sector Leader – Special Situations	2	17
Joseph Gankiewicz, CFA	Sector Leader – Municipals	5	25
	Credit Strategy	2	16
Name	Role	# of Analysts	Average Industry Experience (yrs)
Francisco Paez, CFA	Head of Structured Products Research		25
Loritta Cheng	Sector Leader – ABS	2	17
Meena Pursnani	Sector Leader – CMBS	2	23
Vivian Kim, CFA	Sector Leader - RMBS	1	15
Angela Best	Sector Leader – CLO	2	14

2. Market Review & Outlook

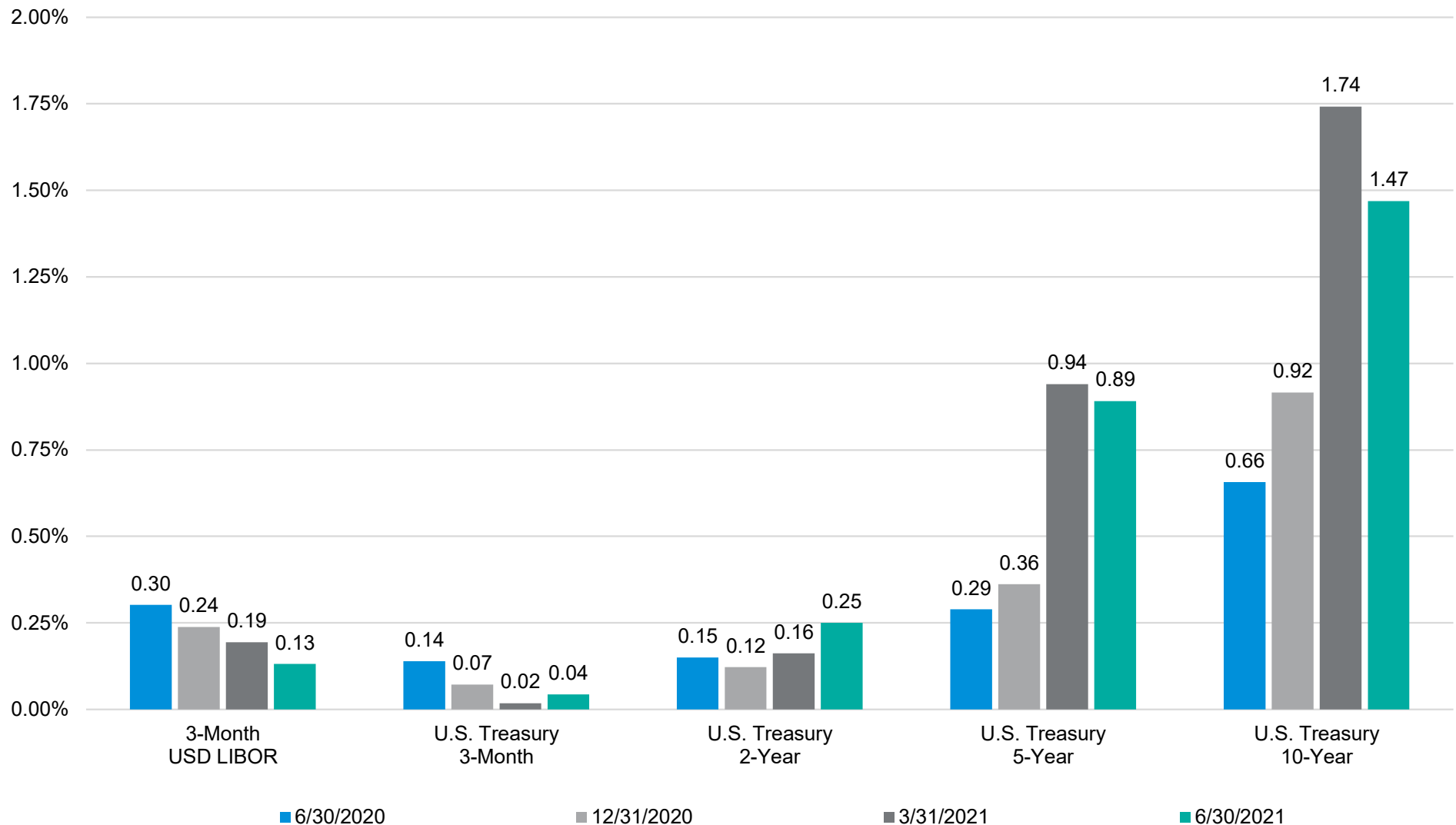
Current Themes



The views present are MetLife Investment Management’s only, are subject to change, and may not reflect the manager’s current views.

Yields

As of June 30, 2021

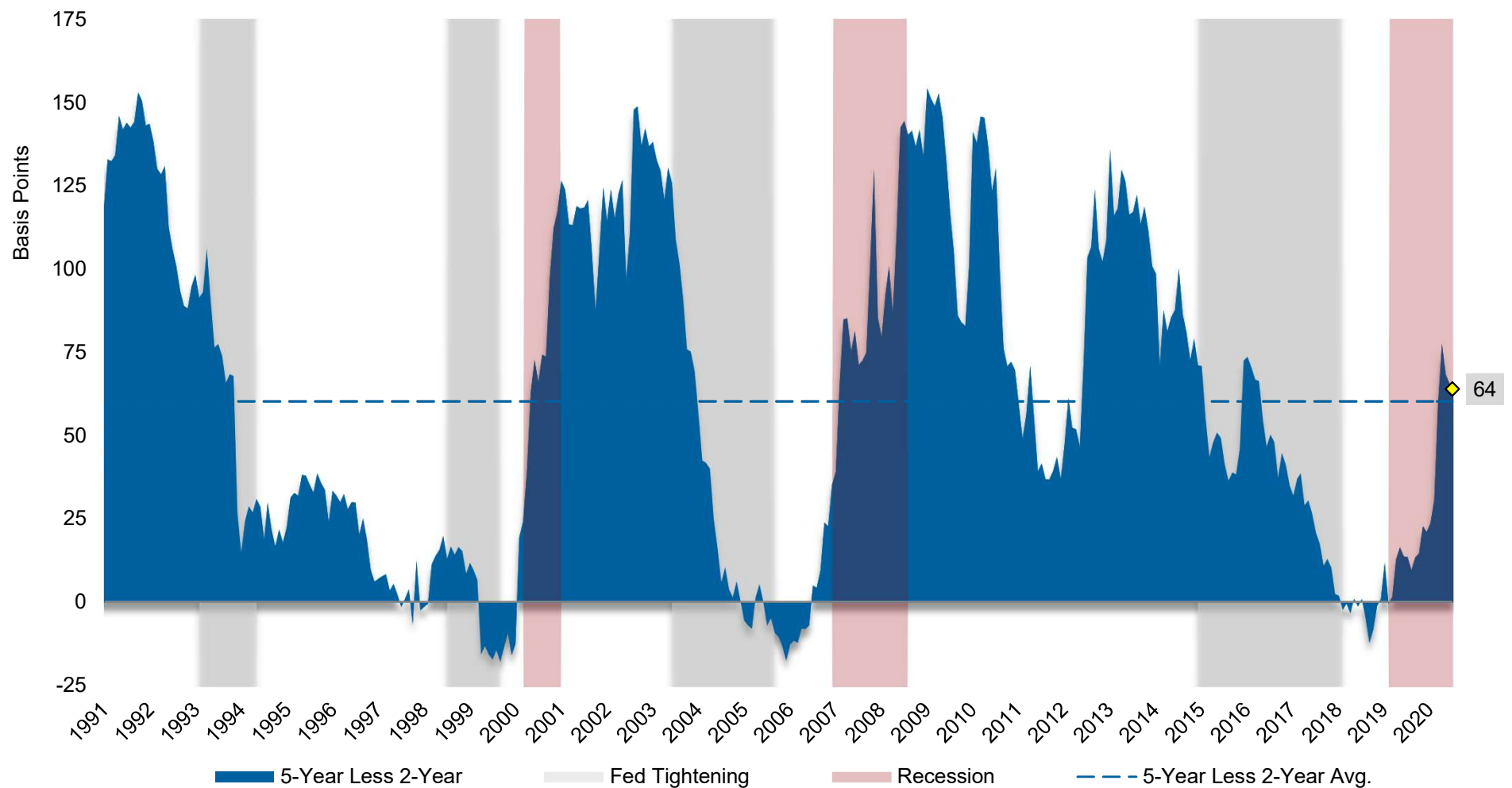


Source: Bloomberg

Yield Curve

As of June 30, 2021

5-Year Less 2-Year



Source: Bloomberg

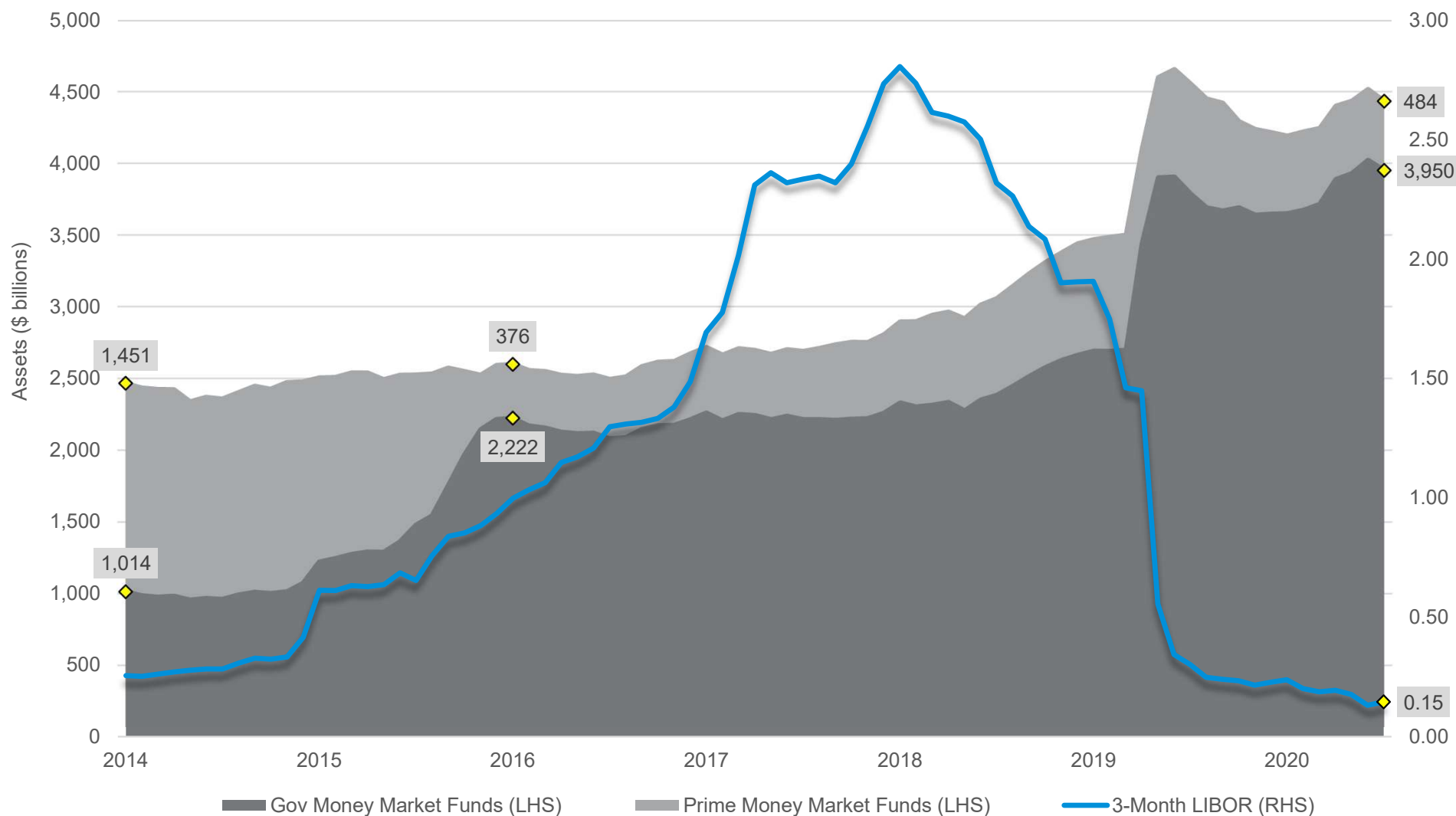
Federal Reserve Projections

	2021	2022	2023
PCE Inflation			
December-19 Projection	2.0%	2.0%	N/A
June-20 Projection	1.6%	1.7%	N/A
September-20 Projection	1.7%	1.8%	2.0%
December-20 Projection	1.8%	1.9%	2.0%
March-21 Projection	2.4%	2.0%	2.1%
June-21 Projection	3.4%	2.1%	2.2%
Unemployment Rate			
December-19 Projection	3.6%	3.7%	N/A
June-20 Projection	6.5%	5.5%	N/A
September-20 Projection	5.5%	4.6%	4.0%
December-20 Projection	5.0%	4.2%	3.7%
March-21 Projection	4.5%	3.9%	3.5%
June-21 Projection	4.5%	3.8%	3.5%
Real GDP			
December-19 Projection	1.9%	1.8%	N/A
June-20 Projection	5.0%	3.5%	N/A
September-20 Projection	4.0%	3.0%	2.5%
December-20 Projection	4.2%	3.2%	2.4%
March-21 Projection	6.5%	3.3%	2.2%
June-21 Projection	7.0%	3.3%	2.4%

Source: Federal Reserve

Money Market Funds & 3-Month LIBOR

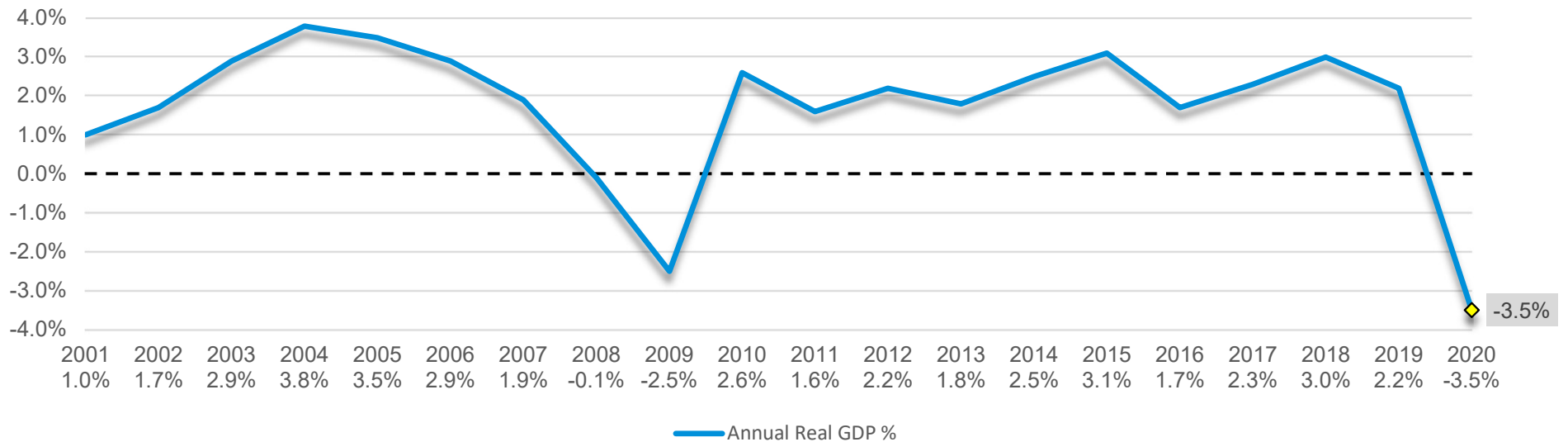
As of June 30, 2021



Source: Bloomberg

Real GDP

As of June 30, 2021



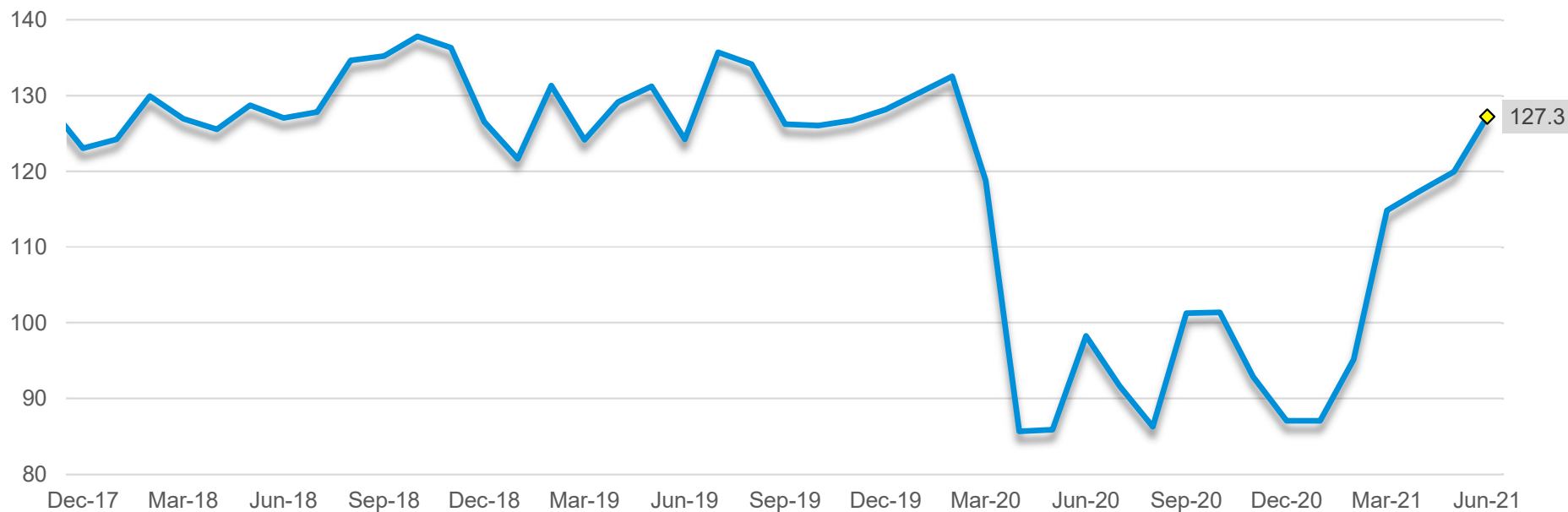
Year	Quarter	Real GDP QoQ (%)	Consumer Spending	Fixed Investment	Government Spending	Net Exports	Inventories
2018	1Q	3.80	1.40	1.42	0.26	0.29	0.41
	2Q	2.70	2.13	0.76	0.50	0.25	-0.94
	3Q	2.10	1.79	0.14	0.44	-1.83	1.58
	4Q	1.30	1.05	0.46	-0.16	-0.27	0.23
2019	1Q	2.90	1.25	0.50	0.43	0.55	0.21
	2Q	1.50	2.47	-0.07	0.86	-0.79	-0.97
	3Q	2.60	1.83	0.42	0.37	0.04	-0.09
	4Q	2.40	1.07	0.17	0.42	1.52	-0.82
2020	1Q	-5.00	-4.75	-0.23	0.22	1.13	-1.34
	2Q	-31.40	-24.01	-5.27	0.77	0.62	-3.50
	3Q	33.40	25.44	5.39	-0.75	-3.21	6.57
	4Q	4.30	1.58	3.04	-0.14	-1.53	1.37
2021	1Q	6.40	7.42	2.09	1.02	-1.50	-2.67

Source: Bureau of Economic Analysis

Consumer Confidence

As of June 30, 2021

Consumer Confidence



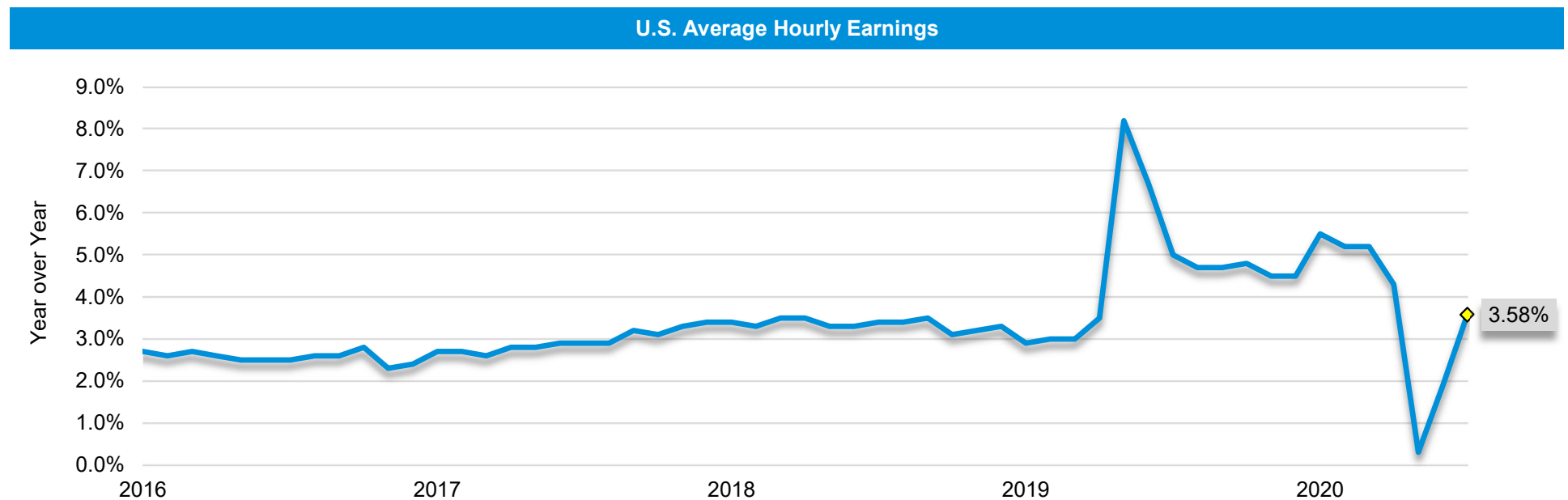
	Dec-17	Mar-18	Jun-18	Sep-18	Dec-18	Mar-19	Jun-19	Sep-19	Dec-19	Mar-20	Jun-20	Sep-20	Dec-20	Mar-21	Jun-21
Consumer Confidence	123.1	127.0	127.1	135.3	126.6	124.2	124.3	126.3	128.2	118.8	98.3	101.3	87.1	114.9	127.3
Current Conditions	156.5	158.1	161.7	169.4	169.9	163.0	164.3	170.6	170.5	166.7	86.7	98.9	87.2	119.4	157.7
Expectations	100.8	106.2	104.0	112.5	97.7	98.3	97.6	96.8	100.0	86.8	106.1	102.9	87.0	111.9	107.0

Source: Bloomberg

U.S. Labor & Average Earnings

As of June 30, 2021

	Labor Force Participation Rate	Unemployment Rate	Non-Farm Payroll
Current	61.6%	5.9%	850,000
Average (2020 - 2021)	61.7%	7.4%	(342,222)

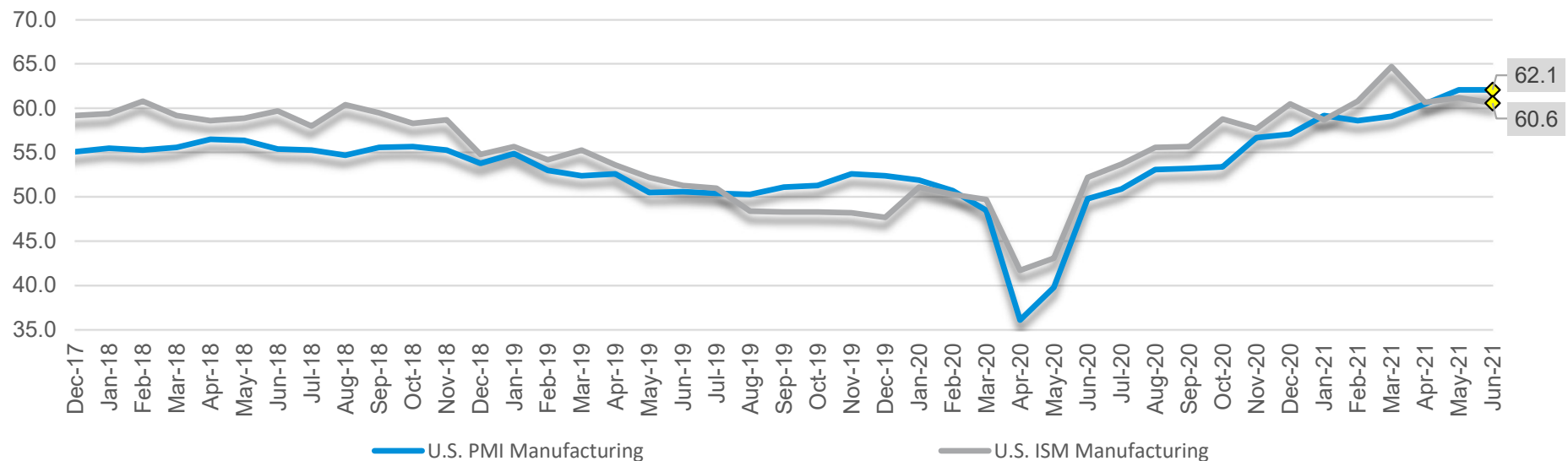


Source: Bureau of Labor Statistics

World Manufacturing

As of June 30, 2021

U.S. PMI and ISM Manufacturing



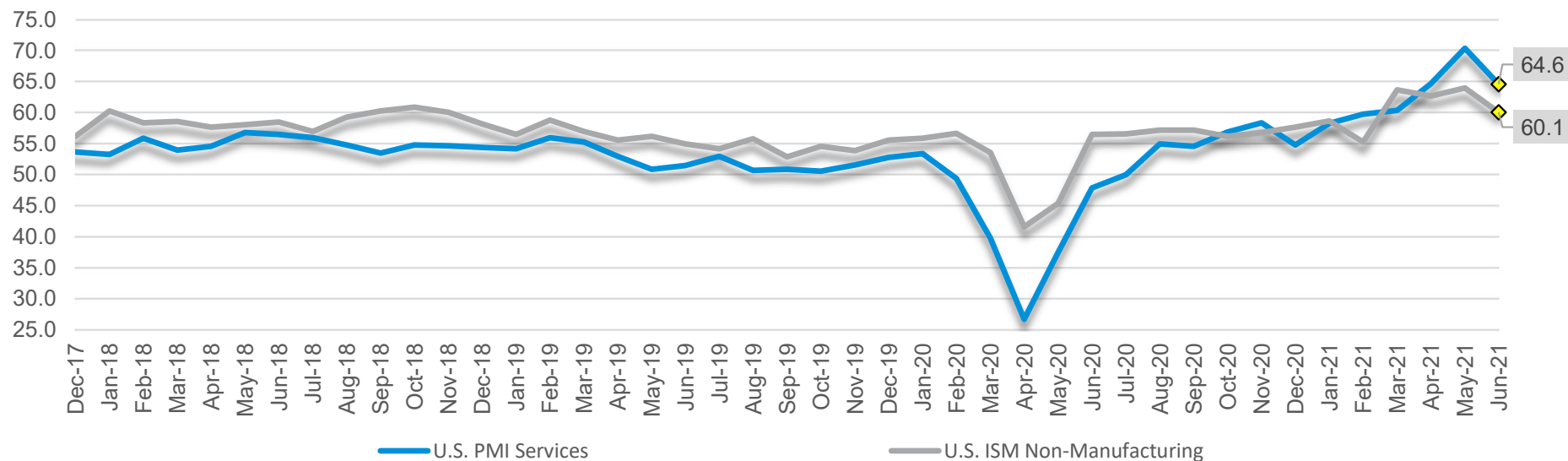
Date	World PMI Manufacturing	U.S. PMI Manufacturing	U.S. ISM Manufacturing	EU PMI Manufacturing	China PMI Manufacturing	Japan PMI Manufacturing
Jun-2019	49.4	50.6	51.3	47.6	49.4	49.3
Sep-2019	49.7	51.1	48.3	46.0	51.4	48.9
Dec-2019	50.1	52.4	47.7	46.4	51.5	48.4
Mar-2020	47.3	48.5	49.7	44.3	50.1	44.8
Jun-2020	48.0	49.8	52.2	47.4	51.2	40.1
Sep-2020	52.4	53.2	55.7	53.5	53.0	47.7
Dec-2020	53.8	57.1	60.5	55.1	53.0	50.0
Mar-2021	54.9	59.1	64.7	61.9	50.6	52.7
Jun-2021	55.5	62.1	60.6	63.1	51.3	52.4

Source: Bloomberg

World Services

As of June 30, 2021

U.S. PMI and ISM Services

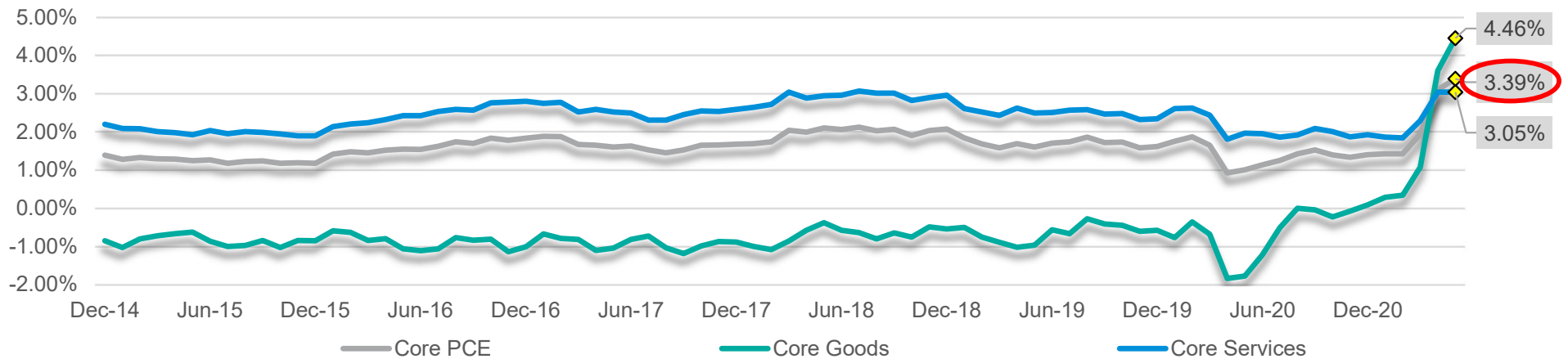


Date	World PMI Services	U.S. PMI Services	U.S. ISM Services	EU PMI Services	China PMI Services	Japan PMI Services
Jun-2019	52.0	51.5	55.0	52.8	52.0	51.9
Sep-2019	51.3	50.9	52.9	51.1	51.3	52.8
Dec-2019	51.9	52.8	55.6	52.1	52.5	49.4
Mar-2020	36.8	39.8	53.6	26.4	43.0	33.8
Jun-2020	48.1	47.9	56.5	48.3	58.4	45.0
Sep-2020	52.0	54.6	57.2	48.0	54.8	46.9
Dec-2020	51.8	54.8	57.7	46.4	56.3	47.7
Mar-2021	54.7	60.4	63.7	49.6	54.3	48.3
Jun-2021	57.5	64.6	60.1	58.3	50.3	48.0

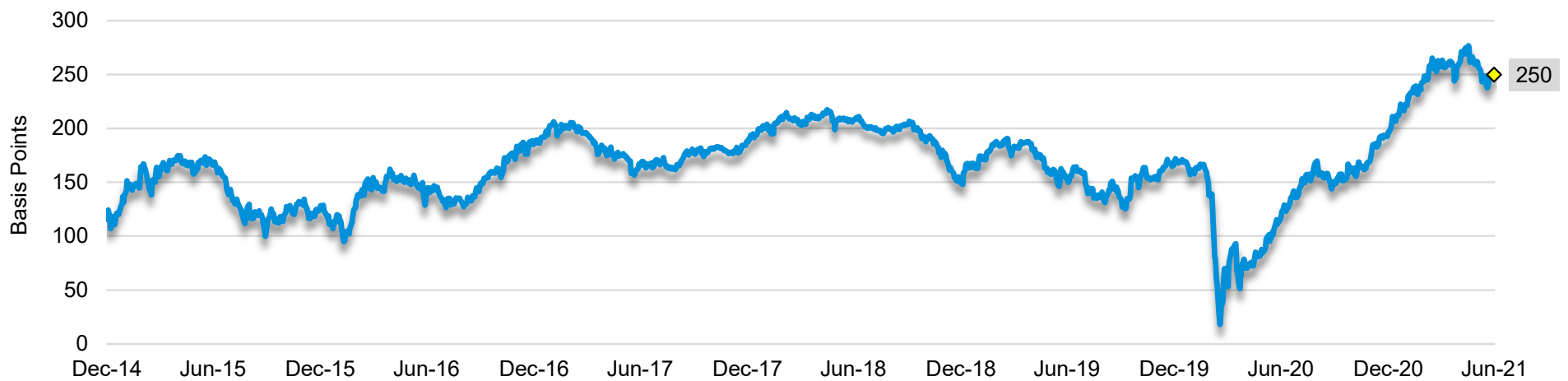
Source: Bloomberg

Inflation

PCE Core Breakdown - as of May 31, 2021



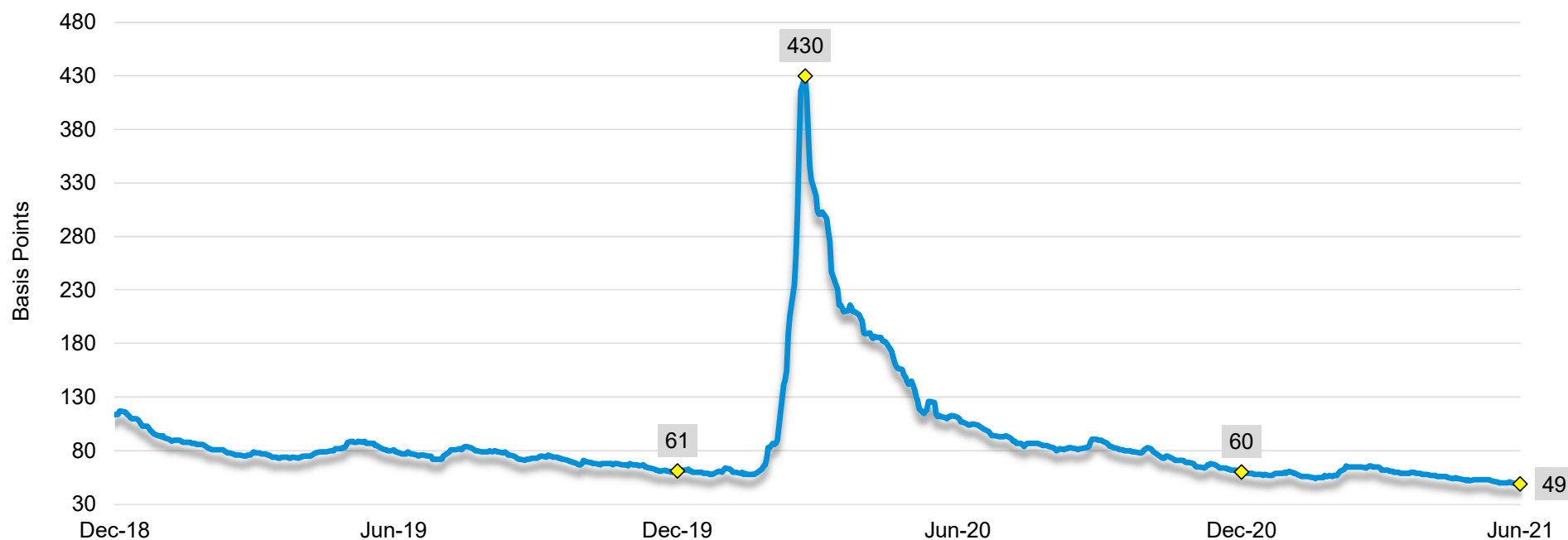
5-Year TIPS Breakeven Rate - as of June 30, 2021



Source: Bureau of Economic Analysis, Bloomberg

ICE BofA Corporate 1-5 Year Index

As of June 30, 2021



OAS (bps)	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Corporate (1–5)	174	70	61	65	62	196	639	166	136	227	110	89	99	121	96	61	114	61	60	49
Financial (1–5)	165	51	50	57	56	212	663	204	158	308	126	93	96	104	100	60	116	63	62	53
Industrial (1–5)	176	86	73	75	69	181	624	135	116	164	96	85	103	134	92	61	112	59	57	46
Utility (1–5)	236	79	63	73	71	175	576	155	131	169	110	99	89	120	101	64	126	70	63	54

Past performance is not indicative of future results.

Source: ICE Data Services

Short Duration Cross Sector Relative Value

As of July 15, 2021

Category		WAL (Years)	Min (bps)	Date Range: 07/15/2018 to 07/15/2021*		Max (bps)	BOP (bps)	EOP (bps)	Spread Change (bps)
Credit (1-5 Year)	Overall	2.5	50			430	82	52	-30
	1-5 Year A Corp	2.5	36			309	69	40	-29
	1-5 Year BBB Corp	2.5	68			463	105	68	-37
	Financial	2.5	54			376	85	56	-29
	Industrial	2.5	46			362	79	48	-31
	Utility	2.5	53			313	90	53	-37
Municipals (1-5 Year)	Taxable	2.5	23			239	60	24	-36
Agency RMBS	CMO PAC	3.0	33			106	67	33	-34
	CMO Sequentials	3.0	35			110	72	35	-37
ABS	Auto Floorplan AAA	3.0	14			400	53	14	-39
	Auto Lease AAA	3.0	18			237	58	18	-40
	Auto Prime AAA	3.0	12			220	46	13	-33
	Auto SubPrime AAA	3.0	23			237	53	24	-29
	Credit Card AAA	3.0	9			220	21	9	-12
	Equipment AAA	3.0	17			230	56	17	-39
CMBS	CMBS Agency AAA	3.0	15			150	33	22	-11
	Conduit AAA	3.0	32			210	50	34	-16

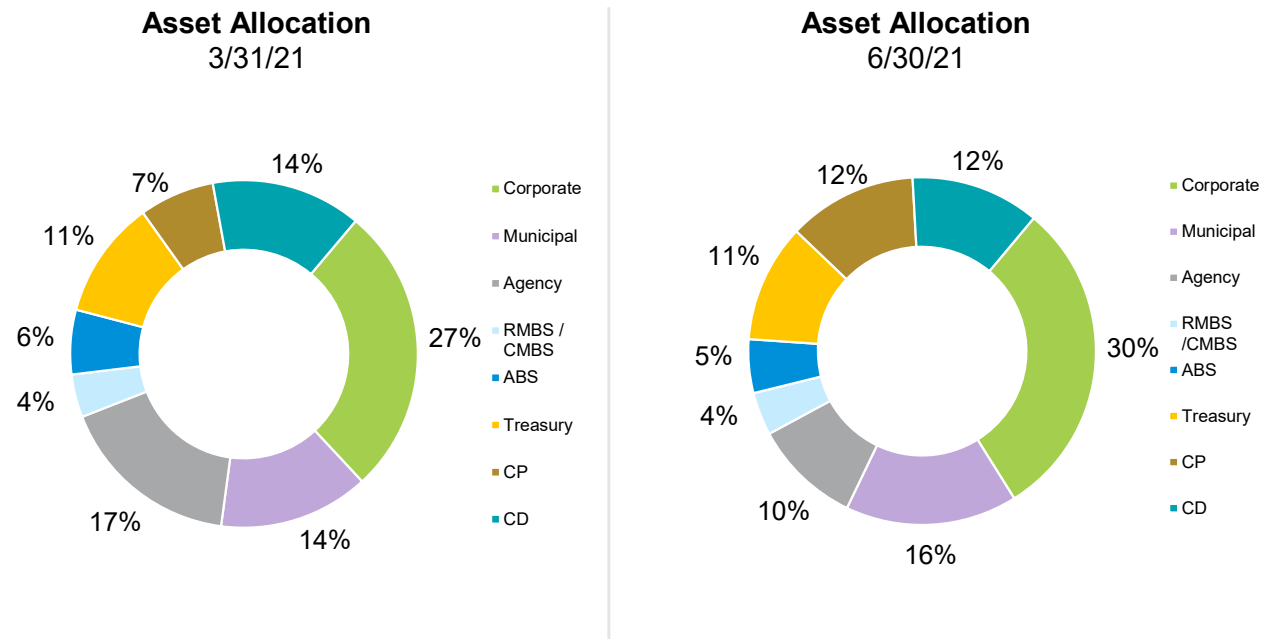
Source: ICE Data Services, MetLife Investment Management
Past performance is not indicative of future results.

3. Portfolio Review

Portfolio Performance¹ - 2017 Toll Revenue I-15 Project Fund

As of June 30, 2021

Portfolio Characteristics	
	3/31/21
Yield to Maturity	0.23%
Duration	0.37 Years
Average Quality (Moody's)	Aa3
Portfolio Market Value	\$37,634,651
	6/30/21
Yield to Maturity	0.21%
Duration	0.31 Years
Average Quality (Moody's)	Aa3
Portfolio Market Value	\$34,107,355



Portfolio Performance (%) ¹			
	QTD	1-Year	Since Inception Annualized (8/1/2017)
2017 Toll Revenue I-15 Project Fund (Gross of Fees)	0.08	0.33	1.56
2017 Toll Revenue I-15 Project Fund (Net of Fees)	0.06	0.24	1.46
FTSE 3-Month Treasury Bill	0.01	0.08	1.32

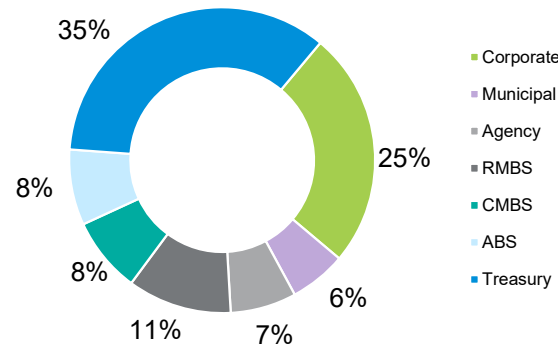
1. Past performance is not indicative of future results. The Since Inception performance returns of the portfolio is as of the first full month following the funding date. The performance benchmark shown for the Riverside County I-15 Express Lanes 2017 Toll Revenue Project Portfolio is the FTSE 6-Month U.S. Treasury Bill, which tracks the return of a six-month Treasury Bill to maturity and the FTSE 3-Month Treasury Bill, which tracks the return of a three-month Treasury Bill to maturity and is shown for discussion purposes only.

Portfolio Performance¹ - 2013 SR-91 Project Residual

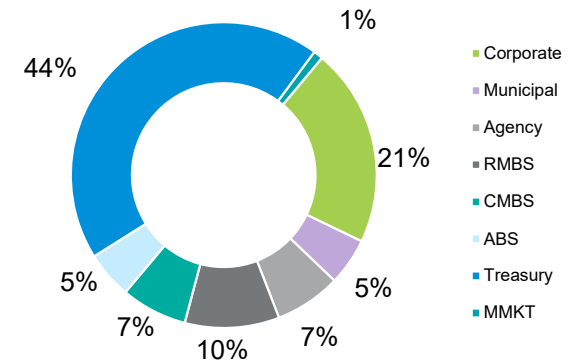
As of June 30, 2021

Portfolio Characteristics	
	3/31/21
Yield to Maturity	0.38%
Duration	1.54 Years
Average Quality (Moody's)	Aa1
Portfolio Market Value	\$27,022,360
	6/30/21
Yield to Maturity	0.36%
Duration	1.62 Years
Average Quality (Moody's)	Aa1
Portfolio Market Value	\$27,061,019

Asset Allocation
3/31/21



Asset Allocation
6/30/21



Portfolio Performance (%) ¹			
	QTD	1-Year	Since Inception Annualized (2/1/2018)
Riverside County 2013 SR-91 Project Residual Fund (Gross of Fees)	0.14	0.49	2.24
Riverside County 2013 SR-91 Project Residual Fund (Net of Fees)	0.12	0.40	2.14
ICE BofA U.S. Treasury Index 0-2 Year	0.01	0.17	1.94
Custom Benchmark	-0.03	0.04	1.90

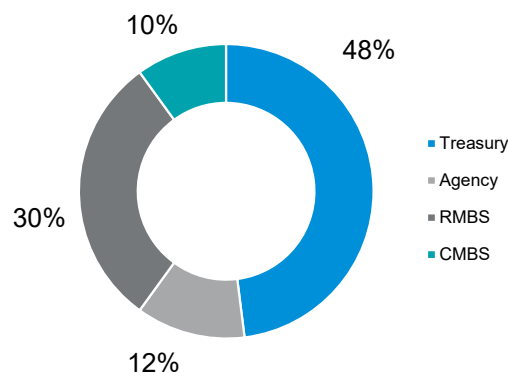
1. Past performance is not indicative of future results. Inception date 1/4/18. Performance returns are calculated as of the first full month following the funding date. The performance benchmark shown for the Riverside County 2013 Residual Fund Portfolio is the ICE BofA 0-2 Year U.S. Treasury Index, which is a broad-based index that measures short-term Treasury Notes and Bonds with a maturity range between zero and two years. The custom benchmark is the ICE BofA 0-2 Year U.S. Treasury Index from inception to 12/31/20 and the ICE BofA 1-3 Year U.S. Treasury Index, from 1/1/21 to present, which is a broad-based index that measures short-term Treasury Notes and Bonds with a maturity range between one and three years and is presented for discussion purposes only.

Portfolio Performance¹ - 2017 Toll Revenue I-15 Ramp Up Reserve

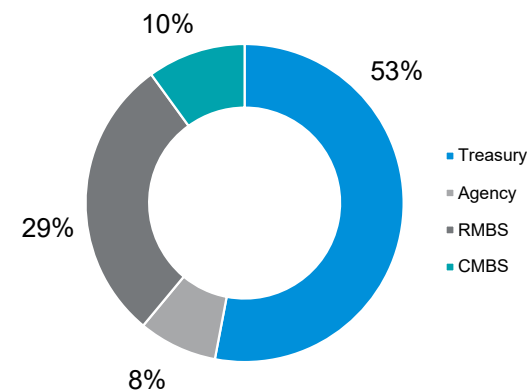
As of June 30, 2021

Portfolio Characteristics	
	3/31/21
Yield to Maturity	0.33%
Duration	1.57 Years
Average Quality (Moody's)	Aaa
Portfolio Market Value	\$16,517,121
	6/30/21
Yield to Maturity	0.34%
Duration	1.62 Years
Average Quality (Moody's)	Aaa
Portfolio Market Value	\$15,715,076

Asset Allocation
3/31/21



Asset Allocation
6/30/21



Portfolio Performance (%) ¹			
	QTD	1-Year	Since Inception Annualized (1/1/2018)
2017 Toll Revenue I-15 Ramp Up Reserve (Gross of Fees)	0.09	0.48	2.23
2017 Toll Revenue I-15 Ramp Up Reserve (Net of Fees)	0.06	0.38	2.14
ICE BofA U.S. Treasury Index 0-2 Year	0.01	0.17	1.89
Custom Benchmark	-0.03	0.04	1.85

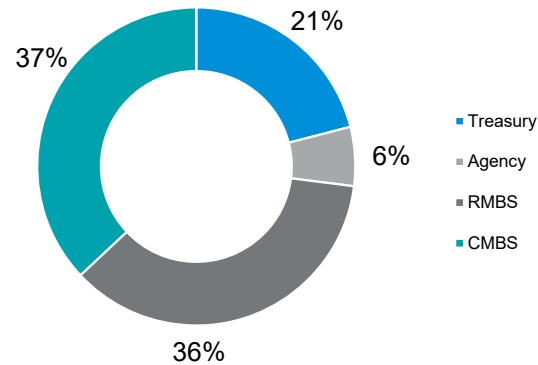
1. Past performance is not indicative of future results. Inception date 12/5/17. Performance returns are calculated as of the first full month following the funding date. Performance for periods greater than one year are annualized. The performance benchmark shown for the Riverside County I-15 Express Lanes Toll Revenue Reserve Portfolio is the ICE BofA 0-2 Year U.S. Treasury Index, which is a broad-based index that measures short-term Treasury Notes and Bonds with a maturity range between zero and two years and is presented for discussion purposes only. The custom benchmark is the ICE BofA 0-2 Year U.S. Treasury Index from inception to 12/31/20 and the ICE BofA 1-3 Year U.S. Treasury Index, from 1/1/21 to present, which is a broad-based index that measures short-term Treasury Notes and Bonds with a maturity range between one and three years and is presented for discussion purposes only.

Portfolio Performance¹ - Debt Reserve Fund

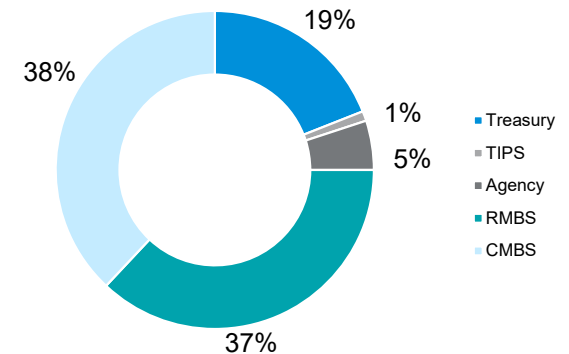
As of June 30, 2021

Portfolio Characteristics	
	3/31/21
Yield to Maturity	0.79%
Duration	3.03 Years
Average Quality (Moody's)	Aaa
Portfolio Market Value	\$17,849,077
	6/30/21
Yield to Maturity	0.77%
Duration	2.78 Years
Average Quality (Moody's)	Aaa
Portfolio Market Value	\$17,910,451

Asset Allocation
3/31/21



Asset Allocation
6/30/21



Portfolio Performance (%) ¹			
	QTD	1-Year	Since Inception Annualized (8/1/2013)
Total Debt Service Fund (Gross of Fees)	0.34	0.28	2.53
Total Debt Service Fund (Net of Fees)	0.32	0.18	2.43
ICE BofA U.S. Treasury Index 1-3 Year	-0.03	0.07	1.37
ICE BofA U.S. Treasury Index 3-7 Year	0.79	-1.32	2.50

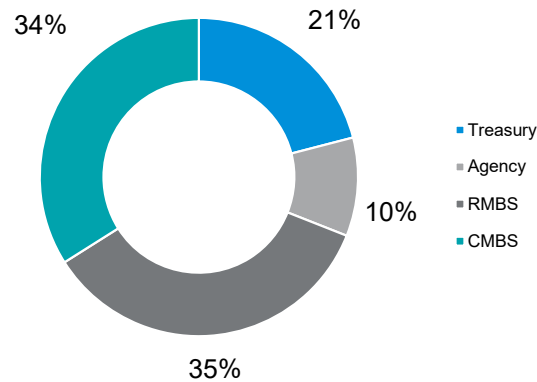
1. Past performance is not indicative of future results. Performance returns for periods greater than one year are annualized. The performance benchmark shown for the Riverside County Debt Reserve Fund is the ICE BofA US Treasury 3-7 Year, which is a broad-based index consisting of U.S. Treasury securities with an outstanding par greater or equal to \$1 billion and a maturity range from three to seven years, and the ICE BofA 1-3 Year U.S. Treasury Index, which is a broad based index that measures short-term Treasury Notes and Bonds with a maturity range between one and three years, and is presented for discussion purposes only.

Portfolio Performance¹ - 91 Subordinate Reserve Account

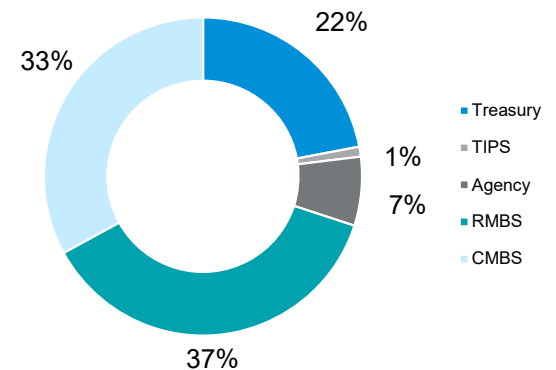
As of June 30, 2021

Portfolio Characteristics	
	3/31/21
Yield to Maturity	0.61%
Duration	2.62 Years
Average Quality (Moody's)	Aaa
Portfolio Market Value	\$20,997,273
	6/30/21
Yield to Maturity	0.65%
Duration	2.67 Years
Average Quality (Moody's)	Aaa
Portfolio Market Value	\$21,070,807

Asset Allocation
3/31/21



Asset Allocation
6/30/21



Portfolio Performance (%) ¹			
	QTD	1-Year	Since Inception Annualized (7/1/2019)
Total 91 Subordinate Reserve Fund (Gross of Fees)	0.35	0.46	2.57
Total 91 Subordinate Reserve Fund (Net of Fees)	0.33	0.36	2.47
ICE BofA U.S. Treasury Index 1-3 Year	-0.03	0.07	2.05
ICE BofA U.S. Treasury Index 3-7 Year	0.79	-1.32	3.30

1. Past performance is not indicative of future results. The performance benchmark shown for the Riverside County 91 Subordinate Reserve Account is the ICE BofA US Treasury 3-7 Year, which is a broad-based index consisting of U.S. Treasury securities with an outstanding par greater or equal to \$1 billion and a maturity range from three to seven years, and the ICE BofA 1-3 Year U.S. Treasury Index, which is a broad based index that measures short-term Treasury Notes and Bonds with a maturity range between one and three years, and is presented for discussion purposes only.

RCTC Portfolios

2013 SR 91 Reserve and Residual Funds

Portfolio	Beginning Market Value (7/3/2013)	Net Flows	Market Value (6/30/2021)	Change in Market Value
Debt Service Reserve Fund	\$17,667,869	(\$3,442,408)	\$17,910,451	\$3,684,990

Portfolio	Beginning Market Value (7/3/2013)	Net Flows	Market Value (6/30/2021)	Change in Market Value
2013 SR-91 Project Residual Fund	\$3,292,782	+\$22,338,172	27,061,019	\$1,430,066

Portfolio	Beginning Market Value (6/6/2019)	Net Flows	Market Value (6/30/2021)	Change in Market Value
Subordinate Reserve Account	\$0	+\$20,000,000	\$21,070,807	\$1,070,807

2017 I-15 Project

Portfolio	Beginning Market Value (7/24/2017)	Net Flows	Market Value (6/30/2021)	Change in Market Value
2017 Toll Revenue I-15 Project Fund	\$98,562,718	(\$68,745,933)	\$34,107,355	\$4,290,569

Portfolio	Beginning Market Value (12/5/2017)	Net Flows	Market Value (6/30/2021)	Change in Market Value
2017 Toll Revenue I-15 Ramp Up Reserve	\$7,723,487	\$7,344,207	\$15,715,076	\$647,382
Total Project	\$106,286,205	(\$61,404,726)	\$49,822,431	\$4,937,952

4. Appendix

Disclosures

This material is intended for institutional investor, qualified investor and financial professional use only. Not suitable for use with general retail public.

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1. As of March 31, 2021, subsidiaries of MetLife, Inc. that provide investment management services to MetLife's general account, separate accounts and/or unaffiliated/third party investors include Metropolitan Life Insurance Company, MetLife Investment Management, LLC, MetLife Investment Management Limited, MetLife Investments Limited, MetLife Investments Asia Limited, MetLife Latin America Asesorias e Inversiones Limitada, MetLife Asset Management Corp. (Japan), and MIM I LLC.

End Notes

Explanatory Note

The following information is relevant to an understanding of our assets under management ("AUM"). Our definitions may differ from those used by other companies.

Total Assets Under Management ("Total AUM") is comprised of GA AUM plus Institutional Client AUM (each, as defined below).

General Account AUM ("GA AUM") is used by MetLife to describe assets in its general account ("GA") investment portfolio which are actively managed and stated at estimated fair value. GA AUM is comprised of GA total investments and cash and cash equivalents, excluding policy loans, contractholder-directed equity securities, fair value option securities and certain other invested assets, as substantially all of these assets are not actively managed in MetLife's GA investment portfolio. Mortgage loans (including commercial, agricultural and residential) and real estate and real estate joint ventures included in GA AUM (at net asset value, net of deduction for encumbering debt) have been adjusted from carrying value to estimated fair value. Classification of GA AUM by sector is based on the nature and characteristics of the underlying investments which can vary from how they are classified under GAAP. Accordingly, the underlying investments within certain real estate and real estate joint ventures that are primarily commercial mortgage loans (at net asset value, net of deduction for encumbering debt) have been reclassified to exclude them from real estate equity and include them as commercial mortgage loans.

Institutional Client AUM is comprised of SA AUM plus TP AUM (each, as defined below). MIM manages Institutional Client AUM in accordance with client guidelines contained in each investment contract ("Mandates").

Separate Account AUM ("SA AUM") is comprised of separate account investment portfolios of MetLife insurance companies, which are managed by MetLife and included in MetLife, Inc.'s consolidated financial statements at estimated fair value.

Third Party AUM ("TP AUM") is comprised of non-proprietary assets managed by MetLife on behalf of unaffiliated/third party clients, which are stated at estimated fair value. Such non-proprietary assets are owned by unaffiliated/third-party clients and, accordingly, are not included in MetLife, Inc.'s consolidated financial statements.

Additional information about MetLife's general account investment portfolio is available in MetLife, Inc.'s quarterly financial materials for the quarter ended September 30, 2020, which may be accessed through MetLife's Investor Relations web page at <https://investor.metlife.com>.



MetLife Investment Management

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Payden & Rygel

QUARTERLY PORTFOLIO REVIEW

Riverside County Transportation Commission

2nd Quarter 2021



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July 2021

Dear Client,

It's hard to believe that we are approaching over a year-and-a-half of living and working through the Covid-19 pandemic. Payden & Rygel celebrated its 37th year in business even while employees worked from home, with the same ownership and culture of collaboration we have always maintained. Our culture is based on the view that competition should be external and not internal, and this led to the most productive year for our clients and associates since the firm began in 1983.

As we assess the challenges that lay ahead for the remainder of 2021, we are entering a unique period in economic history, thus making predictions difficult. While spending on goods (e.g., autos, housing, and appliances) took off during the pandemic, spending on services remains below pre-pandemic levels. As the economy continues to reopen, we expect to see a moderation in spending on goods and increased spending on services.

When it comes to the labor market, the main concern seems to be a shortage of labor supply, not a lack of available jobs—a very different recovery compared to the post-2008 recovery. In addition, we expect to see labor force participation pick up, as more of the population becomes vaccinated, children return to school, and enhanced unemployment benefits expire.

Finally, we anticipate that supply bottlenecks driving inflation will wane toward the end of the year. The Federal Reserve believes that current price pressure will resolve itself as production bottlenecks abate over time. Because this inflation is expected to be transitory, we believe the Federal Reserve will maintain its accommodative stance and not begin to taper asset purchases before 2022. Outright hikes in the Fed policy rate may not occur until 2023. Such a scenario would bode well for bonds and stocks.

Your portfolio reflects a balance of these various factors, and we will continue to be vigilant for any changes that could materially affect the financial markets. We hope you and your family have weathered this period successfully—our very best wishes for continued health and safety. As a reminder, we are always here to answer any questions related to your portfolio should they arise.

Warmest regards,



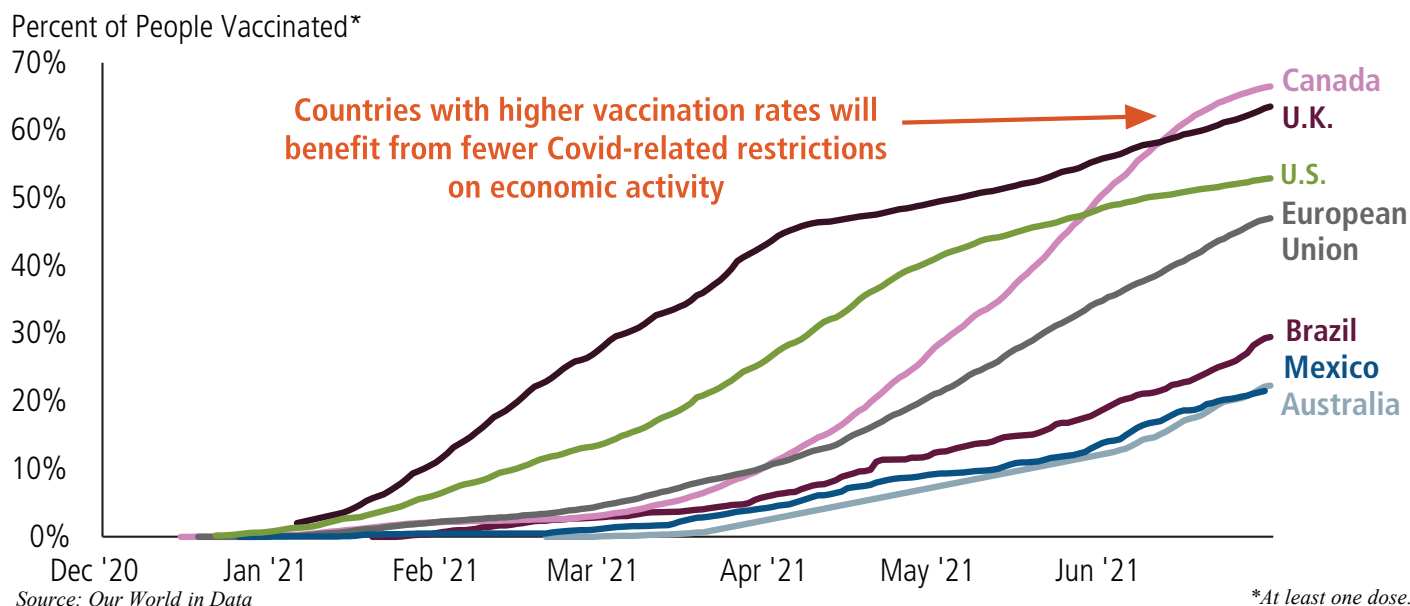
Joan A. Payden

President & CEO



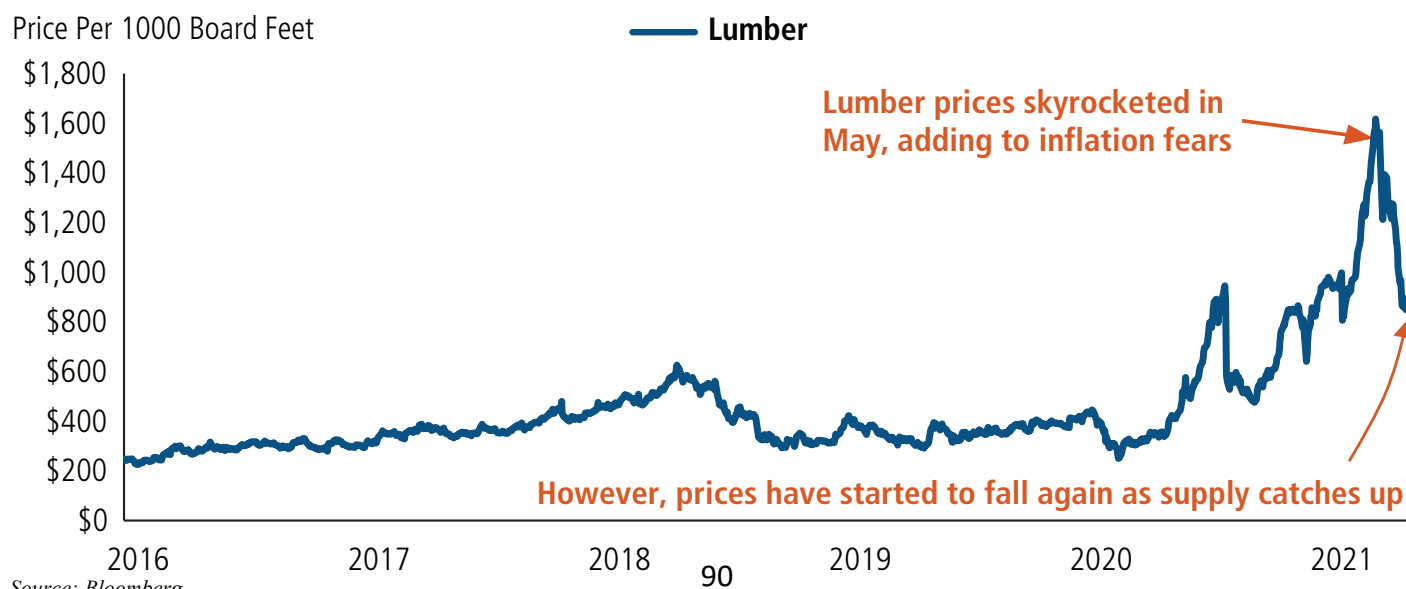
One of the biggest drivers of growth in the second quarter has been the successful rollout of vaccines. While Canada and the European Union got off to a slow start in the first quarter, they have successfully accelerated the pace of inoculations in the last three months. As vaccination rates increase, countries can safely lift restrictions, allowing for a fuller reopening of the economy. We expect to see the positive economic impact of vaccines reflected in the GDP data for Q2, especially in the leisure and hospitality sectors. We also expect to see the pace of inoculations in developing countries pick-up in the second half of the year.

THE GLOBAL VACCINE ROLLOUT IS PICKING UP STEAM WHICH SHOULD DRIVE GROWTH



Inflation remained a concern for investors in the second quarter. Fed Chair Powell addressed market participants' worries after the June Federal Open Market Committee meeting by referring to the case of lumber. Speculators had piled into the commodity recently, trying to take advantage of the short-term imbalance between low supply and booming demand from the housing sector and causing prices to reach all-time highs. Then, as supply began to catch up, those same speculators closed their positions, causing a price decline as dramatic as its increase. In Powell's words, the prices driving high inflation readings are due to "shortages and bottlenecks and the like" and should start to revert to normal, which "we did see in the case of lumber."

HIGHER COMMODITY PRICES, INCLUDING LUMBER, HAVE SPURRED INFLATION FEARS



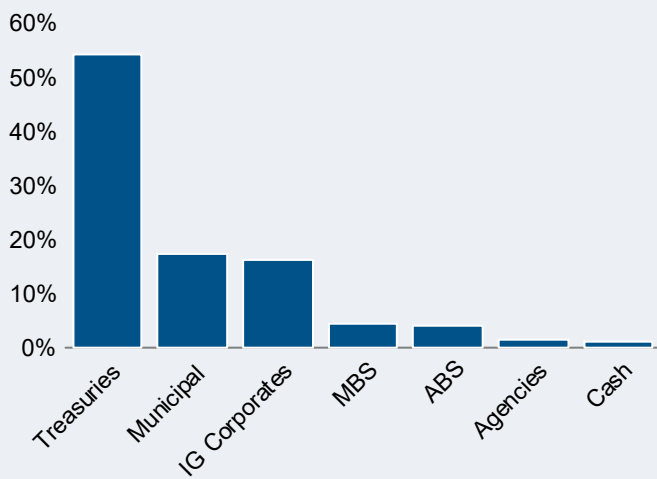
Riverside County Transportation Commission

Portfolio Review and Market Update - 2nd Quarter 2021

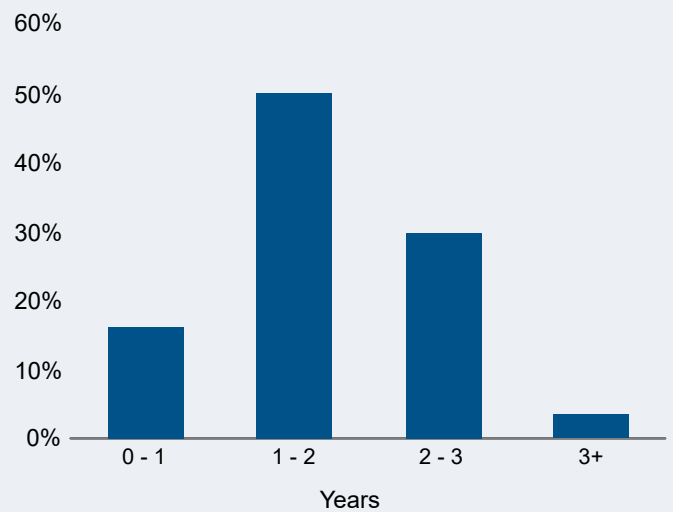
PORTFOLIO CHARACTERISTICS (As of 6/30/2021)

Portfolio Market Value	\$55.8 million
Weighted Average Credit Quality	AA+
Weighted Average Duration	1.73 years
Weighted Average Yield to Maturity	0.35%

SECTOR ALLOCATION



DURATION DISTRIBUTION



PORTFOLIO RETURNS - Periods Ending 6/30/2021

	2nd Quarter	Trailing 1 Yr	Trailing 3 Yr	Since Inception (3/1/15)
RCTC Operating Portfolio	0.05%	0.42%	2.88%	1.75%
ICE BofA 1-3 Year US Treasury Index	-0.03%	0.07%	2.68%	1.52%

Periods over one year are annualized

MARKET THEMES

The second quarter saw global growth pick-up spurred by widespread vaccinations, business re-openings, fiscal aid, and increased consumer spending. Economic resilience to the latest Covid-19 outbreaks supported upward revisions to growth forecasts against a backdrop of still-accommodative monetary policy and elevated commodity prices. In the U.S. attention shifted to inflationary pressures after May's record year-over-year core PCE print of 3.4% while the June FOMC meeting revealed the official opening of discussions on the tapering of bond purchases. The U.S. Treasury yield curve flattened with front-end yields higher and longer yields lower. Credit risk premiums declined across most asset classes enhancing positive returns for many fixed income sectors, and equities across the globe moved higher.

STRATEGY

- We continue to emphasize a balance between credit diversification and quality using corporates, asset-backed securities (ABS) and mortgage-backed securities (MBS), to maintain diversified sources of high-quality income.
- We utilized corporate issuance to optimize positioning and increased floating rate securities to generate portfolio income without extending duration.

INTEREST RATES

At the June FOMC meeting policy makers reiterated their commitment to keeping Fed Funds in the 0.00-0.25% range, opened discussions on the tapering of bond purchases, and moved forward the projection of at least one rate hike by year end 2022. The Fed also increased the interest rate on excess reserves and the overnight reverse repurchase facility by five basis points to alleviate negative-rate pressure in short-term funding markets.

- U.S. Treasury yields three years and shorter increased modestly over the quarter, with the two-year maturity higher 9 basis points to 0.25%. The slope between two- and five-year maturities flattened 14 basis points to finish the quarter at 64 basis points.
- One-month and three-month LIBOR yields declined slightly to 0.10% and 0.14%, respectively.
- A steep front end curve provides attractive future total return potential.

SECTORS

We remain overweight credit, which was the largest contributor toward alpha for the quarter. One-year to five-year U.S. corporate spreads tightened 15 basis points, closing at +49 basis points and the tightest on record, reflecting broad and robust corporate earnings and a strong economic outlook. ABS spreads compressed 6 basis points to November 2012 tights.





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OUR STRATEGIES

Multi-Sector

Short Maturity Bonds

U.S. Core Bond

Absolute Return Fixed Income

Strategic Income

Global Fixed Income

Liability Driven Investing

Sector-Specific

Emerging Markets Debt

Government/Sovereign

High Yield Bonds & Loans

Inflation-Linked/TIPS

Investment Grade Corporate Bonds

Municipal Bonds (U.S.)

Securitized Bonds

Income-Focused Equities

Equity Income

Available in:

Separate Accounts – Mutual Funds (U.S. and UCITS)

Collective Trusts ("CITs") – Customized Solutions

For more information about Payden & Rygel's strategies, contact us at a location listed below.

Payden&Rygel

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213 625-1900

BOSTON

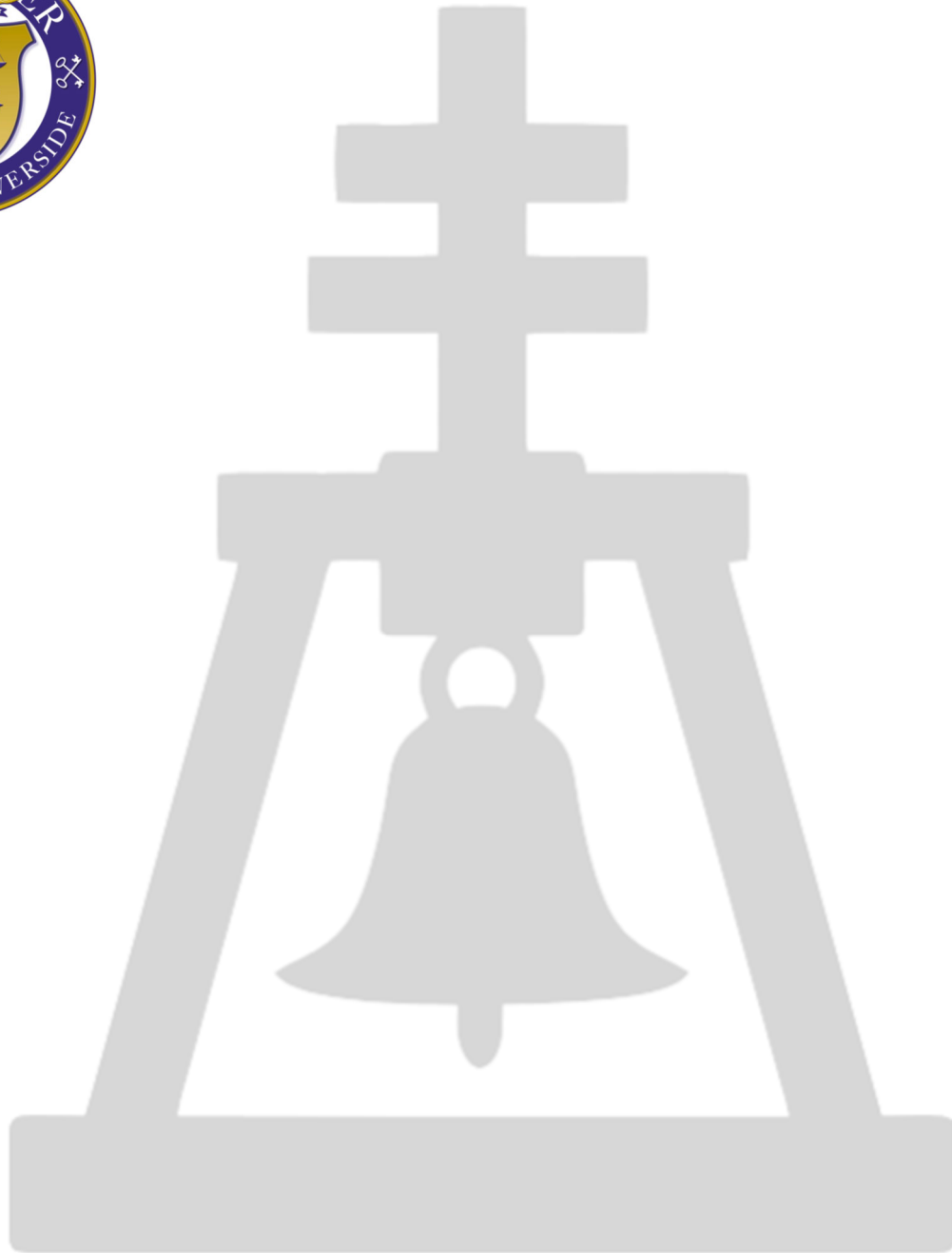
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County of Riverside

Treasurer-Tax Collector's Pooled Investment Fund

June 2021

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4 | Market Data

6 | Portfolio Data

8 | Compliance Report

9 | Month End Holdings



<https://www.alamy.com/stock-image-the-limestone-facade-of-the-world-famous-new-york-stock-exchange-building-162296924.html>
Click to listen to Chair Jerome Powell during FOMC Press Conference - <https://www.youtube.com/watch?v=PDWPZkLcWgE>

Treasurer-Tax Collector's Pooled Investment Fund

Monthly Commentary

Rates Inched up While Shortages Pinched Growth

Investors continued to focus on inflation and its impact on values and shortages, while monetary policy dominated market news in June. Economic data continued to point to strong growth, but material and labor shortages pinched the growth of the manufacturing sector and small businesses. Savers, and the Treasurer - Tax Collector's Pooled Investment Fund (TPIF) welcomed the slight change in FED policy, as it drove front end rates slightly higher.

The latest survey on Manufacturing PMI released in June, indicated another strong month of growth in May, registering 61.2 for the 12th consecutive month of expansion in the U.S. But while the top line number is impressive, and customer demand remains high, supply problems are driving goods prices higher and pinching growth. The 'prices paid' component of the most recent ISM services report reached the second highest on record.

In addition to supply chain shortages, employers are now finding it difficult to find new employees. In the latest National Federation of Independent Business (NFIB) report, nearly half of small business owners

had open positions they were unable to fill. The JOLTS Job Openings number best encapsulates the challenge. The June number printed at 9.28 Mn, which was stronger than the previous level of 8.1Mn. Companies are bumping up wages to try to attract employees.

Real estate continues to boom. Riverside County's housing market is a prime example, with the most recent data showing median single-family home prices up 22.6% year over year!

CPI Ex Food and Energy YoY increased to 3.8% from the previous level of 3.0% and was above market expectations. The FED's view of the increase in inflation is that it is transitory and continues to view inflation "anchored at its 2% average for the long-term".

The FED slightly adjusted its monetary policy and economic outlook, which caused short-term treasury rates to rise. On June 16, 2021 the FOMC increased the rate paid on excess reserve balances to 0.15% and the overnight reverse repurchase agreement rate to 0.05%. The FED's economic outlook also improved as re-

flected by the FED's Summary of Economic Projections (DOT PLOT) released on June 16, 2021.

The DOT PLOT view of the economy and interest rate outlook improved. The GDP consensus for 2021 increased from 6.5% to 7.0%. The number of FED voting members who see a rate hike in 2022 and 2023 increased significantly. Yet, the FOMC voted to keep FED Funds rate at the target range of 0.00% to 0.25%. The FOMC also made no changes to its monthly purchases of \$80 billion of agency mortgage-backed securities and \$40 billion of treasury securities.

In fixed income markets, the 3-month Treasury Bill yield increased from 0.0076% to 0.046% during the month; and the 5-Year Treasury Note increased from 0.80% to 0.89%. Stocks languished, with the Dow Jones Industrial Average beginning the month at 34,600 and ending at 34,600.

Matt Jennings
Treasurer-Tax Collector

Treasurer's Statement

The Treasurer's Pooled Investment Fund is comprised of contributions from the county, schools, special districts, and other discretionary depositors throughout the County of Riverside. The primary objective of the Treasurer shall be to **safeguard the principal** of the funds under the Treasurer's control, meet the **liquidity needs** of the depositor, and to maximize a **return on the funds** within the given parameters.

The Treasurer-Tax Collector and the Capital Markets team are committed to maintaining the highest credit ratings. The Treasurer's Pooled Investment Fund is currently rated **Aaa-bf** by **Moody's Investor Service** and **AAAF/S1** by **Fitch Ratings**, two of the nation's most trusted bond credit rating services.

Since its inception, the Treasurer's Pooled Investment Fund has been in **full compliance** with the Treasurer's Statement of Investment Policy, which is more restrictive than California.

Capital Markets Team

Matt Jennings
Treasurer-Tax Collector

Giovane Pizano
Assistant Treasurer

Steve Faeth
Senior Investment Manager

Isela Licea
Assistant Investment Manager

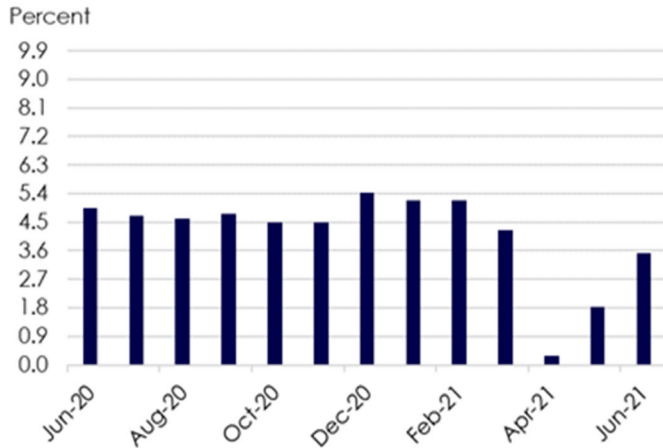
6-Month Pool Performance

	Month End Market Value (\$)*	Month End Book Value (\$)	Paper Gain or Loss (\$)	Paper Gain or Loss (%)	Book Yield (%)	WAM (Yrs)
Jun-21	9,505,561,665.45	9,503,657,508.92	1,904,156.53	0.020%	0.27	1.15
May-21	9,566,648,736.34	9,558,825,055.66	7,823,680.68	0.082%	0.28	1.13
Apr-21	9,911,455,098.24	9,906,827,680.01	4,627,418.23	0.047%	0.29	1.14
Mar-21	9,083,152,137.41	9,083,444,252.70	(292,115.29)	-0.003%	0.31	1.21
Feb-21	8,400,688,973.68	8,393,142,956.65	7,546,017.03	0.090%	0.34	1.12
Jan-21	8,926,362,228.01	8,911,959,146.12	14,403,081.89	0.162%	0.34	1.03

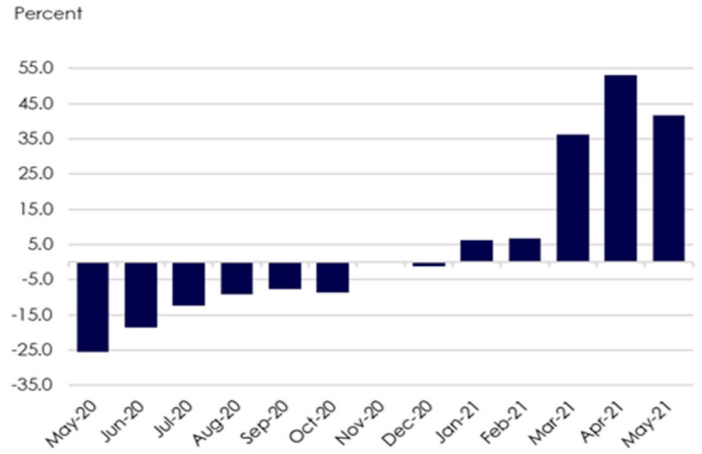
*Market values do not include accrued interest.

Economy

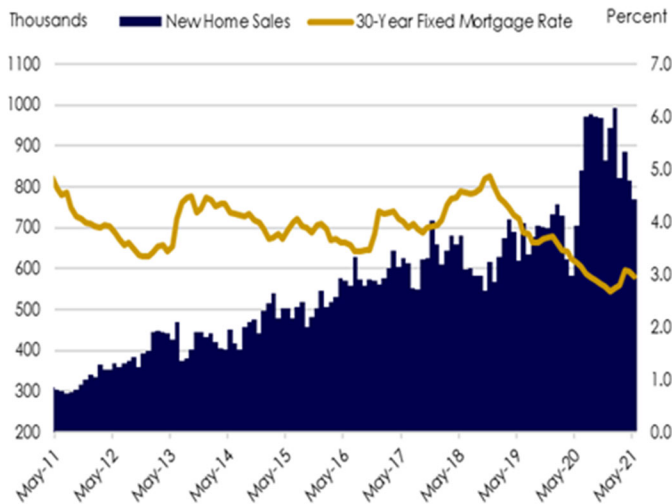
Private Sector Average Hourly Earnings Y/Y



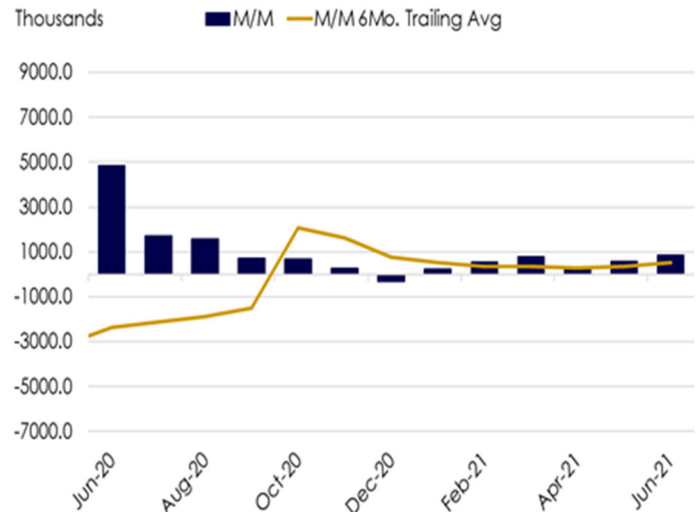
Durable Goods Percent Chg. Y/Y



New Home Sales SAAR



Nonfarm Payrolls Total M/M Change SA



Key Economic Indicators

Release Date	Indicator	Actual	Consensus	Prior Year
06/24/2021	Real GDP - Q/Q Change	6.4%	6.4%	-5.0%
06/04/2021	Unemployment Rate - Seasonally Adjusted	5.8%	5.9%	13.3%
06/04/2021	Non-Farm Payrolls - M/M Change - Thousands	559	675	2,509
06/10/2021	CPI - Y/Y Change	5.0%	4.7%	0.1%
06/10/2021	CPI Ex Food and Energy - Y/Y Change	3.5%	3.8%	1.2%
06/03/2021	ISM Non-Manufacturing Index (> 50 indicates growth)	64.0	63.2	45.4
06/23/2021	New Home Sales - SAAR - Thousands	769	865	676
06/04/2021	Factory Orders - M/M Change	-0.6%	-0.2%	-10.3%
06/04/2021	Durable Goods Orders - New Orders - M/M Change	-1.3%	-1.3%	-17.7%

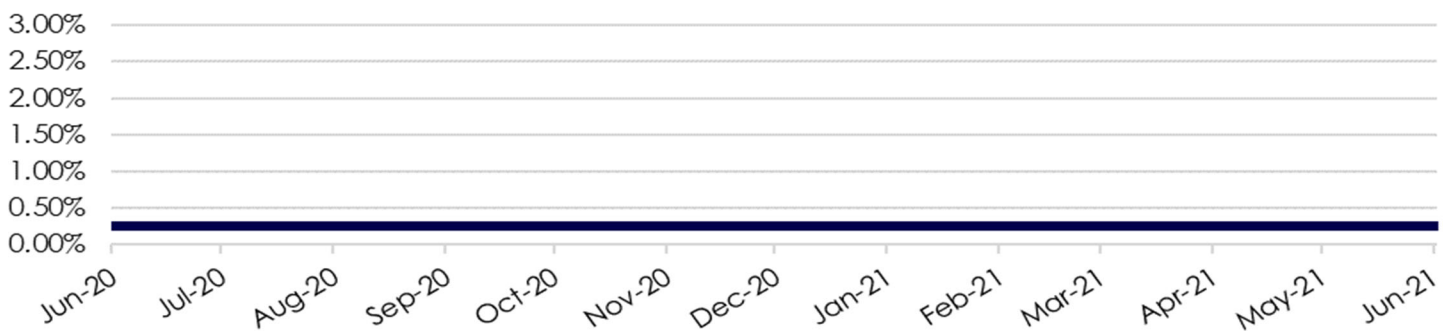
*Note: 'Prior Year' displays final estimates of indicator values from the equivalent period of the prior year.

Market Data

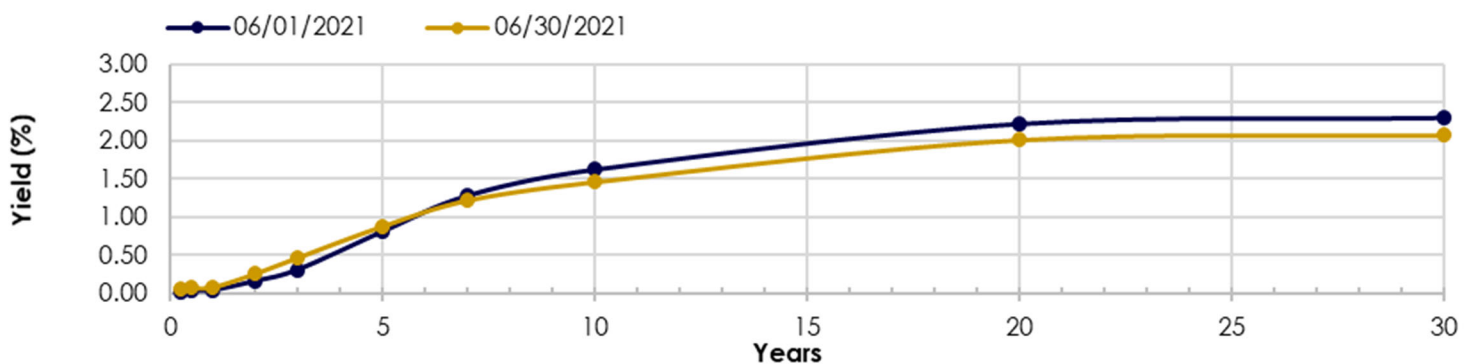
Federal Open Market Committee Meeting

- The FOMC stated that progress on vaccinations has reduced the spread of COVID-19 in the United States, and will likely continue to reduce the effects of the public health crisis on the economy, but risk to the economic outlook remain..
- The FOMC maintained the Fed Funds Target Range of 0.0-0.25%
- The FOMC stated in their June statement, amid progress on vaccinations and strong policy support, indicators of economic activity and employment have strengthened.
- The FOMC is committed to using its full range of tools to support the U.S. economy in this challenging time, thereby promoting its maximum employment and price stability goals .

Fed Funds Target Rate (Upper Limit)



U.S. Treasury Curve

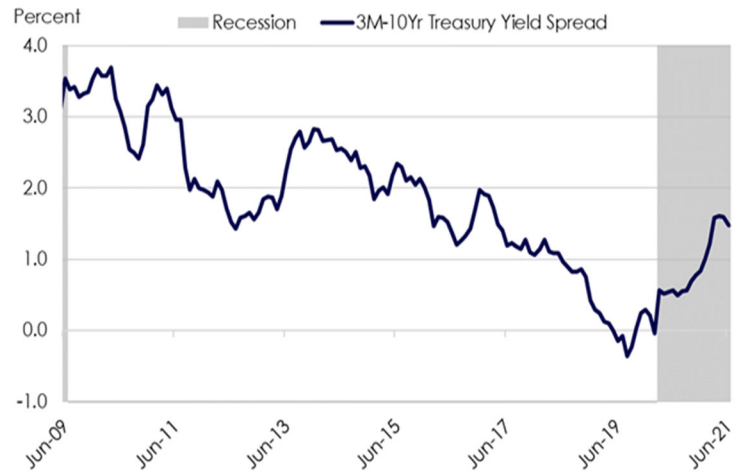
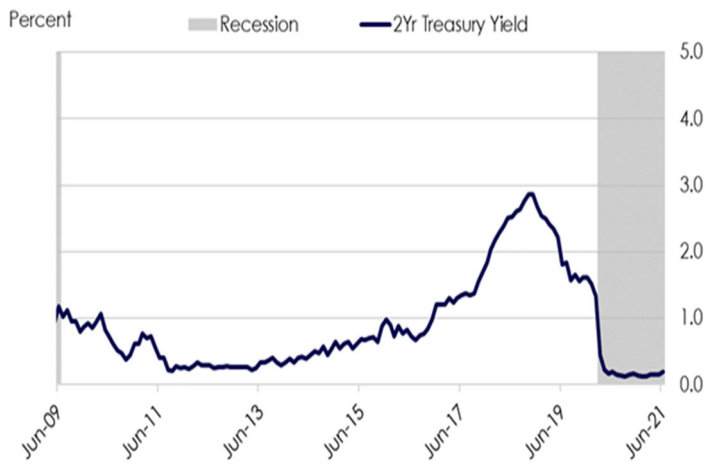


US Treasury Yield Curve	3 Mo	6 Mo	1 Yr	2 Yr	3 Yr	5 Yr	10 Yr	30 Yr
06/30/2021 - 06/01/2021	0.03	0.02	0.03	0.09	0.15	0.06	-0.17	-0.24
06/30/2021	0.05	0.06	0.07	0.25	0.46	0.87	1.45	2.06
06/01/2021	0.02	0.04	0.04	0.16	0.31	0.81	1.62	2.30

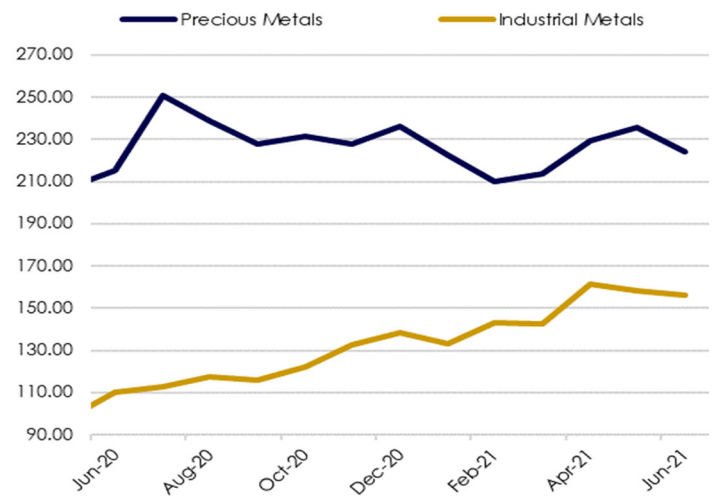
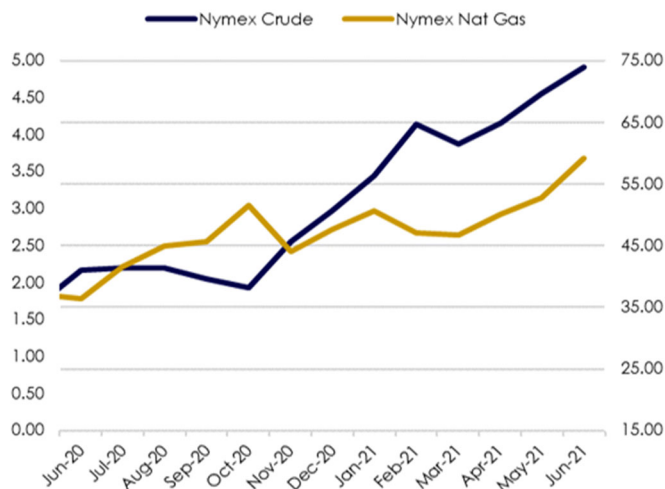
The US Treasury Curve and its values are subject to frequent change and will be updated monthly with each issued TPIF report.

Market Data cont'd

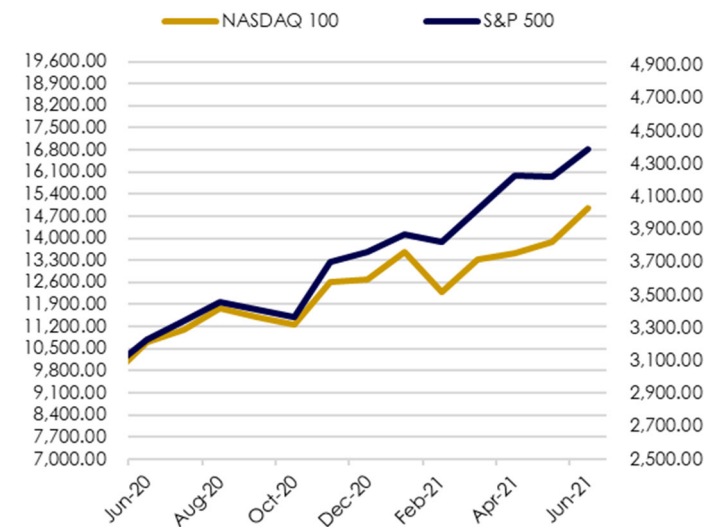
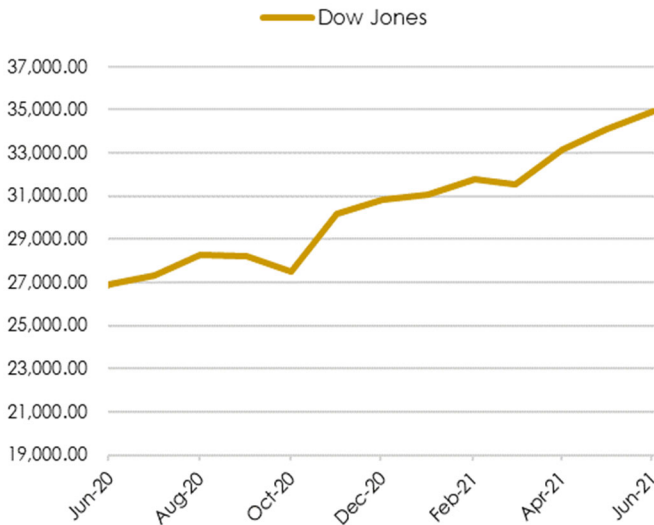
U.S. Treasuries



Commodities



Stocks



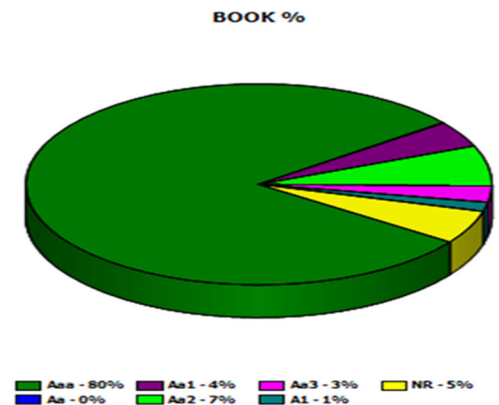
* Values listed for commodities and stocks are in US dollars and are as of the final business day of each month.

Portfolio Data

The County of Riverside's Treasurer's Pooled Investment Fund is currently rated **AAA-bf** by **Moody's Investor Service** and **AAAf/S1** by **Fitch Ratings**.

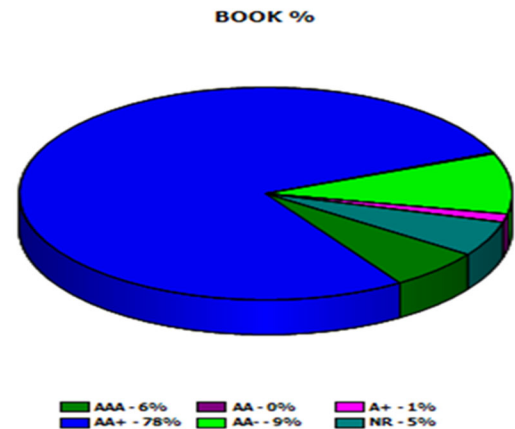
Moody's Asset Rating (000's)

Moody (000's)	Par	Book	Market	MKT/Book	Yield
Aaa	7,578,833.48	7,578,485.53	7,578,065.98	99.99%	0.29%
Aa	10,000.00	10,000.00	10,000.20	100.00%	0.70%
Aa1	398,050.00	398,023.67	398,055.91	100.01%	0.06%
Aa2	618,310.00	618,595.99	618,364.37	99.96%	0.18%
Aa3	249,195.00	247,981.29	249,906.32	100.78%	0.62%
A1	140,000.00	139,968.13	139,986.60	100.01%	0.16%
NR	510,655.00	510,602.90	511,182.29	100.11%	0.12%
Totals (000's):	9,505,043.48	9,503,657.51	9,505,561.67	100.02%	0.27%



S&P Asset Rating (000's)

S&P (000's)	Par	Book	Market	MKT/Book	Yield
AAA	581,515.06	581,670.25	581,494.13	99.97%	0.06%
AA+	7,400,518.42	7,399,988.95	7,399,793.20	100.00%	0.30%
AA	14,160.00	14,445.99	14,199.13	98.29%	1.93%
AA-	878,850.00	877,604.41	879,547.90	100.22%	0.27%
A+	120,000.00	120,000.00	120,000.00	100.00%	0.18%
NR	510,000.00	509,947.90	510,527.30	100.11%	0.12%
Totals (000's):	9,505,043.48	9,503,657.51	9,505,561.67	100.02%	0.27%



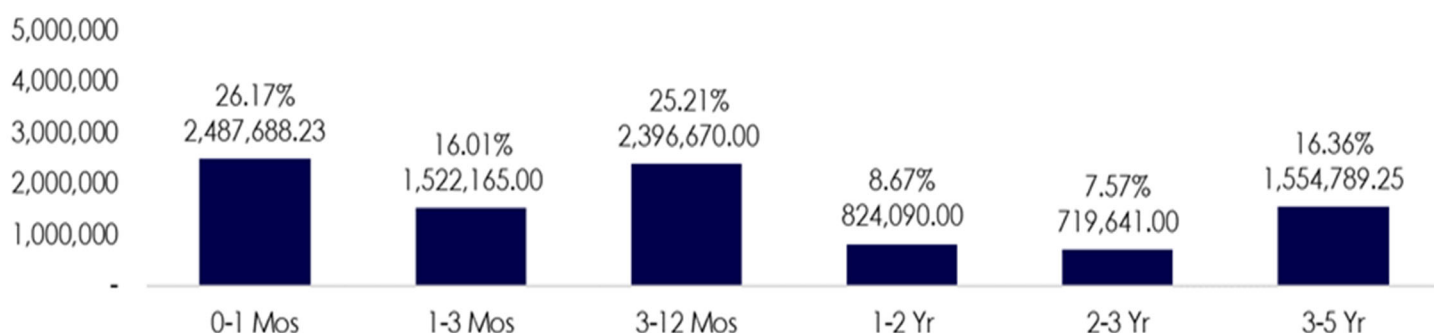
12-Month Projected Cash Flow

Month	Monthly Receipts	Monthly Disbursements	Difference	Required Matured Investments	Balance	Actual Investments Maturing	Available to Invest > 1 Year
07/2021					36.24		
07/2021	1,034.19	1,472.64	-438.45	402.21	-	2,532.69	
08/2021	965.41	1,004.62	-39.21	39.21	-	426.50	
09/2021	1,146.18	1,214.91	-68.73	68.73	-	1,120.67	
10/2021	1,249.55	1,343.18	-93.63	93.63	-	500.00	
11/2021	1,371.49	1,197.65	173.84		173.84	514.00	
12/2021	2,634.19	1,400.00	1,234.19		1,408.03	15.00	
01/2022	1,150.00	2,000.00	-850.00		558.03	465.50	
02/2022	1,100.00	1,500.00	-400.00		158.03	300.00	
03/2022	1,300.00	1,551.62	-251.62	93.59	-	155.00	
04/2022	2,476.30	1,542.08	934.22		934.22	94.20	
05/2022	1,700.00	2,200.00	-500.00		434.22	225.00	
06/2022	2,000.00	2,400.00	-400.00		34.22	57.98	
TOTALS	18,127.31	18,826.70	(699.39)	697.37	3,736.83	6,406.52	8,806.28
				7.34%		67.41%	92.66%

Based on historic and current financial conditions within the County, the Pool is expected to maintain sufficient liquidity of funds to cover County expenses for the next twelve months.

Portfolio Data cont'd

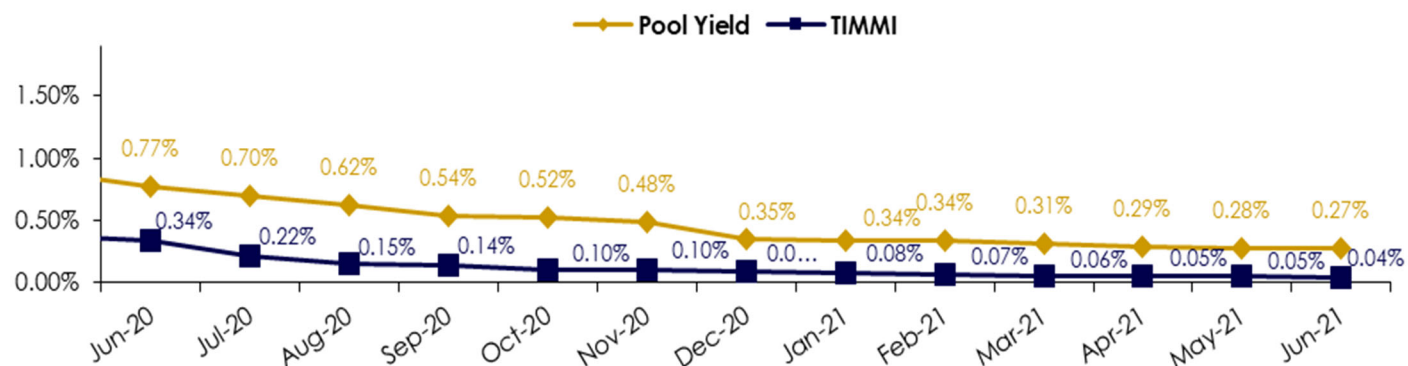
Asset Maturity Distribution (Par Value, 000's)



Asset Allocation (000's)

Assets (000's)	Scheduled Par	Scheduled Book	Scheduled Market	Mkt/Book	Yield	WAL(Yr)	Mat(Yr)
MMKT	770,875.06	771,050.00	771,050.00	100%	0.04%	0.003	0.003
CALTRUST FND	93,213.17	94,017.20	94,017.20	100%	0.18%	0.003	0.003
DDA/PASSBK	450,000.00	450,000.00	450,000.00	100%	0.05%	0.003	0.003
US TREAS BILLS	2,235,000.00	2,234,091.18	2,234,591.40	100%	0.06%	0.350	0.350
US TREAS BONDS	615,000.00	614,612.27	614,692.35	100%	0.39%	2.587	2.587
FHLMC BONDS	740,710.00	740,606.07	738,667.65	100%	0.42%	1.107	2.362
FNMA BONDS	709,251.00	709,832.78	710,009.51	100%	0.64%	1.045	2.912
FHLB DISC NOTES	419,100.00	419,062.23	419,076.07	100%	0.03%	0.129	0.129
FHLB BONDS	841,896.25	841,598.59	841,043.00	100%	0.74%	1.700	3.201
FFCB DISC NOTES	67,000.00	66,971.82	66,976.07	100%	0.05%	0.618	0.618
FFCB BONDS	843,203.00	843,100.57	844,589.31	100%	0.43%	1.345	1.827
FARMER MAC	60,000.00	59,947.90	60,527.30	101%	0.61%	0.584	0.584
MUNI BONDS	74,545.00	73,636.38	75,352.31	102%	2.42%	0.813	0.813
COMM PAPER	836,250.00	836,150.27	836,159.99	100%	0.05%	0.109	0.109
NCDS	724,000.00	724,000.00	724,000.00	100%	0.14%	0.257	0.257
IFC BONDS	25,000.00	24,980.25	24,809.50	99%	0.27%	3.148	3.148
Totals (000's):	9,505,043.48	9,503,657.51	9,505,561.67	100%	0.27%	0.742	1.155

TIMMI



The Treasurer's Institutional Money Market Index (TIMMI) is a composite index of four AAA rated prime institutional money market funds. Their average yield is compared to the yield of the Treasurer's Pooled Investment Fund in the above graph.

Compliance Report

Compliance Status: Full Compliance

The Treasurer's Pooled Investment Fund was in full compliance with the County of Riverside's Treasurer's Statement of Investment Policy. The County's Statement of Investment Policy is more restrictive than California Government Code 53646. The County's Investment Policy is reviewed annually by the County of Riverside's Oversight Committee and approved by the Board of Supervisors.

Investment Category	GOVERNMENT CODE			COUNTY INVESTMENT POLICY			Actual %
	Maximum Remaining Maturity	Authorized % Limit	S&P/Moody's	Maximum Remaining Maturity	Authorized % Limit	S&P/Moody's/Fitch	
MUNICIPAL BONDS (MUNI)	5 YEARS	NO LIMIT	NA	4 YEARS	15%	AA-/Aa3/AA-	0.77%
U.S. TREASURIES	5 YEARS	NO LIMIT	NA	5 YEARS	100%	NA	29.97%
LOCAL AGENCY OBLIGATIONS (LAO)	5 YEARS	NO LIMIT	NA	3 YEARS	2.50%	INVESTMENT GRADE	0.00%
FEDERAL AGENCIES	5 YEARS	NO LIMIT	AAA	5 YEARS	100%	NA	38.73%
COMMERCIAL PAPER (CP)	270 DAYS	40%	A1/P1	270 DAYS	40%	A1/P1/F1	8.80%
CERTIFICATE & TIME DE-POSITS (NCD & TCD)	5 YEARS	30%	NA	1 YEAR	25% Combined	A1/P1/F1	7.62%
INT'L BANK FOR RECON-STRUCTION AND DEVELOP-MENT AND INT'L FINANCE CORPORATION	NA	NA	NA	4 YEARS	20%	AA/Aa/AA	0.26%
REPURCHASE AGREEMENTS (REPO)	1 YEARS	NO LIMIT	NA	45 DAYS	40% max, 25% in term repo over 7 days	A1/P1/F1	0.0%
REVERSE REPOS	92 DAYS	20%	NA	60 DAYS	10%	NA	0.00%
MEDIUM TERM NOTES (MTNO)	5 YEARS	30%	A	3 YEARS	20%	AA/Aa2/AA	0.00%
CALTRUST SHORT TERM FUND	NA	NA	NA	DAILY LIQUIDITY	1.00%	NA	0.99%
MONEY MARKET MUTUAL FUNDS (MMF)	60 DAYS ⁽¹⁾	20%	AAA/Aaa ⁽²⁾	DAILY LIQUIDITY	20%	AAA by 2 Of 3 RATINGS AGC.	8.11%
LOCAL AGENCY INVESTMENT FUND (LAIF)	NA	NA	NA	DAILY LIQUIDITY	Max \$50 million	NA	0.00%
CASH/DEPOSIT AC-COUNT	NA	NA	NA	NA	NA	NA	4.74%

¹ Money Market Mutual Funds maturity may be interpreted as a weighted average maturity not exceeding 60 days.

² Or must have an investment advisor with no fewer than 5 years experience and with assets under management of \$500,000,000 USD.

THIS COMPLETES THE REPORT REQUIREMENTS OF CALIFORNIA GOVERNMENT CODE 53646.

Month End Portfolio Holdings

CUSIP	Description	Maturity Date	Coupon	Yield To Mat	Par Value	Book Value	Market Price	Market Value	Unrealized Gain/Loss	Modified Duration	Years To Maturity
Fund: 1 POOL FUND											
MMKT											
FRGXX	FIDELITY GOV	07/01/2021	.010	.010	1,000,000.00	1,000,000.00	100.000000	1,000,000.00	0.00	.003	.003
GOFXX	FEDERATED GOV	07/01/2021	.025	.025	26,000,000.00	26,000,000.00	100.000000	26,000,000.00	0.00	.003	.003
WFFXX	WELLS FARGO GOV	07/01/2021	.025	.025	11,000,000.00	11,000,000.00	100.000000	11,000,000.00	0.00	.003	.003
TFDXX	BLACKROCK GOV	07/01/2021	.025	.025	38,000,000.00	38,000,000.00	100.000000	38,000,000.00	0.00	.003	.003
OGVXX	JP MORGAN GOV	07/01/2021	.026	.026	119,000,000.00	119,000,000.00	100.000000	119,000,000.00	0.00	.003	.003
FGTXX	GOLDMAN SACHS GOV	07/01/2021	.026	.026	226,000,000.00	226,000,000.00	100.000000	226,000,000.00	0.00	.003	.003
CJFXX	JP MORGAN PRIME	07/01/2021	.066	.064	349,875,062.47	350,050,000.00	100.050000	350,050,000.00	0.00	.003	.003
			.044	.043	770,875,062.47	771,050,000.00	100.022693	771,050,000.00	0.00	.003	.003
CALTRUST FND											
CLTR	CALTRUST SHT TERM FUND	07/01/2021	.225	.179	93,213,169.12	94,017,200.84	100.862573	94,017,200.84	0.00	.003	.003
			.225	.179	93,213,169.12	94,017,200.84	100.862573	94,017,200.84	0.00	.003	.003
DDA/PASSBK											
CASH	BANK OF THE WEST	07/01/2021	.050	.050	450,000,000.00	450,000,000.00	100.000000	450,000,000.00	0.00	.003	.003
CASH	PACIFIC PREMIER BANK	07/01/2021	1.530	1.530	0.00	0.00	.000000	0.00	0.00	.000	.003
CASH	FIRST REPUBLIC BANK	07/01/2021	1.515	1.515	0.00	0.00	.000000	0.00	0.00	.000	.003
CASH	UB MANAGED RATE	07/01/2021	.069	.069	0.00	0.00	.000000	0.00	0.00	.000	.003
			.050	.050	450,000,000.00	450,000,000.00	100.000000	450,000,000.00	0.00	.003	.003
US TREAS BILLS											
9127964B2	U.S. TREASURY BILL	08/12/2021	.096	.096	50,000,000.00	49,962,400.00	99.994000	49,997,000.00	34,600.00	.118	.118
9127964L0	U.S. TREASURY BILL	09/09/2021	.092	.092	50,000,000.00	49,963,200.00	99.991000	49,995,500.00	32,300.00	.194	.195
9127964V8	U.S. TREASURY BILL	10/07/2021	.101	.101	100,000,000.00	99,913,458.33	99.987000	99,987,000.00	73,541.67	.271	.271
9127964L0	U.S. TREASURY BILL	09/09/2021	.085	.085	100,000,000.00	99,934,833.33	99.991000	99,991,000.00	56,166.67	.194	.195
9127964B2	U.S. TREASURY BILL	08/12/2021	.074	.074	150,000,000.00	149,928,950.00	99.994000	149,991,000.00	62,050.00	.118	.118
9127964L0	U.S. TREASURY BILL	09/09/2021	.093	.093	50,000,000.00	49,967,368.06	99.991000	49,995,500.00	28,131.94	.194	.195
9127964V8	U.S. TREASURY BILL	10/07/2021	.094	.094	50,000,000.00	49,963,379.17	99.987000	49,993,500.00	30,120.83	.271	.271
9127964V8	U.S. TREASURY BILL	10/07/2021	.092	.092	50,000,000.00	49,965,116.67	99.987000	49,993,500.00	28,383.33	.271	.271
9127964W6	U.S. TREASURY BILL	11/04/2021	.086	.086	50,000,000.00	49,965,480.56	99.982000	49,991,000.00	25,519.44	.347	.348
9127964B2	U.S. TREASURY BILL	08/12/2021	.073	.073	50,000,000.00	49,979,559.03	99.994000	49,997,000.00	17,440.97	.118	.118
912796C56	U.S. TREASURY BILL	07/29/2021	.077	.077	25,000,000.00	24,990,331.25	99.996000	24,999,000.00	8,668.75	.079	.079
9127964V8	U.S. TREASURY BILL	10/07/2021	.062	.062	100,000,000.00	99,957,633.33	99.987000	99,987,000.00	29,366.67	.271	.271
9127964L0	U.S. TREASURY BILL	09/09/2021	.045	.045	100,000,000.00	99,973,888.75	99.991000	99,991,000.00	17,111.25	.194	.195
9127964W6	U.S. TREASURY BILL	11/04/2021	.046	.046	100,000,000.00	99,967,138.89	99.982000	99,982,000.00	14,861.11	.348	.348
912796C31	U.S. TREASURY BILL	01/27/2022	.052	.052	85,000,000.00	84,962,002.64	99.969000	84,973,650.00	11,647.36	.577	.578
912796D30	U.S. TREASURY BILL	02/24/2022	.053	.053	50,000,000.00	49,975,572.92	99.965000	49,982,500.00	6,927.08	.654	.655
912796C31	U.S. TREASURY BILL	01/27/2022	.045	.045	50,000,000.00	49,980,812.50	99.969000	49,984,500.00	3,687.50	.577	.578
912796D30	U.S. TREASURY BILL	02/24/2022	.052	.052	50,000,000.00	49,975,930.00	99.965000	49,982,500.00	6,570.00	.654	.655
912796C31	U.S. TREASURY BILL	01/27/2022	.047	.047	50,000,000.00	49,980,155.56	99.969000	49,984,500.00	4,344.44	.577	.578
912796C31	U.S. TREASURY BILL	01/27/2022	.045	.045	50,000,000.00	49,981,437.50	99.969000	49,984,500.00	3,062.50	.577	.578
912796D30	U.S. TREASURY BILL	02/24/2022	.055	.055	50,000,000.00	49,975,128.47	99.965000	49,982,500.00	7,371.53	.654	.655
912796F38	U.S. TREASURY BILL	03/24/2022	.057	.057	50,000,000.00	49,972,377.78	99.965000	49,982,500.00	10,122.22	.731	.732
912796H51	U.S. TREASURY BILL	11/12/2021	.033	.033	50,000,000.00	49,991,739.50	99.980000	49,990,000.00	-1,739.50	.369	.370
912796F38	U.S. TREASURY BILL	03/24/2022	.032	.032	50,000,000.00	49,986,218.75	99.965000	49,982,500.00	-3,718.75	.731	.732
912796C31	U.S. TREASURY BILL	01/27/2022	.043	.043	50,000,000.00	49,986,777.78	99.969000	49,984,500.00	-2,277.78	.577	.578
912796J42	U.S. TREASURY BILL	06/16/2022	.070	.070	50,000,000.00	49,964,661.67	99.930000	49,965,000.00	338.33	.960	.962
912796G52	U.S. TREASURY BILL	10/14/2021	.044	.044	50,000,000.00	49,993,033.33	99.986000	49,993,000.00	-33.33	.290	.290
912796D30	U.S. TREASURY BILL	02/24/2022	.050	.050	75,000,000.00	74,974,375.00	99.965000	74,973,750.00	-625.00	.654	.655
912796J26	U.S. TREASURY BILL	07/20/2021	.041	.041	50,000,000.00	49,998,519.44	99.998000	49,999,000.00	480.56	.055	.055
912796C64	U.S. TREASURY BILL	08/05/2021	.046	.046	100,000,000.00	99,994,691.67	99.996000	99,996,000.00	1,308.33	.099	.099
912796D63	U.S. TREASURY BILL	09/02/2021	.044	.044	100,000,000.00	99,991,444.44	99.991000	99,991,000.00	-444.44	.175	.175
9127964L0	U.S. TREASURY BILL	09/09/2021	.040	.040	100,000,000.00	99,991,551.39	99.991000	99,991,000.00	-551.39	.194	.195
912796G52	U.S. TREASURY BILL	10/14/2021	.042	.042	50,000,000.00	49,993,466.65	99.986000	49,993,000.00	-466.65	.290	.290
912796C31	U.S. TREASURY BILL	01/27/2022	.039	.039	50,000,000.00	49,988,541.53	99.969000	49,984,500.00	-4,041.53	.577	.578
			.060	.060	2,235,000,000.00	2,234,091,175.89	99.981718	2,234,591,400.00	500,224.11	.350	.350
US TREAS BONDS											
912828YV6	U.S. TREASURY BOND	11/30/2024	1.500	1.751	25,000,000.00	24,705,078.13	103.195000	25,798,750.00	1,093,671.87	3.310	3.422
91282CBH3	U.S. TREASURY BOND	01/31/2026	.375	.586	10,000,000.00	9,897,265.63	98.035000	9,803,500.00	-93,765.63	4.528	4.592
91282CBH3	U.S. TREASURY BOND	01/31/2026	.375	.593	10,000,000.00	9,894,140.63	98.035000	9,803,500.00	-90,640.63	4.528	4.592
91282CBM2	U.S. TREASURY BOND	02/15/2024	.125	.219	25,000,000.00	24,930,664.06	99.352000	24,838,000.00	-92,664.06	2.617	2.630
912828ZL7	U.S. TREASURY BOND	04/30/2025	.375	.445	15,000,000.00	14,956,640.63	98.957000	14,843,550.00	-113,090.63	3.799	3.836
912828P46	U.S. TREASURY BOND	02/15/2026	1.625	.799	10,000,000.00	10,401,560.00	103.691000	10,369,100.00	-32,460.00	4.434	4.633
912828P46	U.S. TREASURY BOND	02/15/2026	1.625	.670	10,000,000.00	10,466,015.63	103.691000	10,369,100.00	-96,915.63	4.438	4.633
91282CA87	U.S. TREASURY BOND	07/31/2025	.250	.675	25,000,000.00	24,537,109.38	98.145000	24,536,250.00	-859.38	4.047	4.088
91282CBQ3	U.S. TREASURY BOND	02/28/2026	.500	.591	20,000,000.00	19,910,508.60	98.527000	19,705,400.00	-205,108.60	4.597	4.668
912828ZC7	U.S. TREASURY BOND	02/28/2025	1.125	.539	10,000,000.00	10,231,250.00	101.852000	10,185,200.00	-46,050.00	3.581	3.668
91282CBR1	U.S. TREASURY BOND	03/15/2024	.250	.287	50,000,000.00	49,945,312.50	99.602000	49,801,000.00	-144,312.50	2.695	2.710
912828ZF0	U.S. TREASURY BOND	03/31/2025	.500	.647	25,000,000.00	24,855,468.75	99.527000	24,881,750.00	26,281.25	3.703	3.753
91282CBU4	U.S. TREASURY BOND	03/31/2023	.125	.159	50,000,000.00	49,966,796.88	99.840000	49,920,000.00	-46,796.88	1.747	1.751
912828ZF0	U.S. TREASURY BOND	03/31/2025	.500	.619	25,000,000.00	24,882,812.50	99.527000	24,881,750.00	-1,062		

Month End Portfolio Holdings

CUSIP	Description	Maturity Date	Coupon	Yield To Mat	Par Value	Book Value	Market Price	Market Value	Unrealized Gain/Loss	Modified Duration	Years To Maturity
3134GWCN	FHLMC 3.5YrNc1.5YrB	01/24/2024	.420	.420	15,000,000.00	15,000,000.00	99.520000	14,928,000.00	-72,000.00	2.546	2.570
3134GWEH5	FHLMC 2YrNc1YrB	07/27/2022	.280	.280	15,000,000.00	15,000,000.00	100.007000	15,001,050.00	1,050.00	1.071	1.074
3134GWA1	FHLMC 2YrNc1YrB	07/28/2022	.250	.250	5,000,000.00	5,000,000.00	99.963000	4,998,150.00	-1,850.00	1.075	1.077
3134GWA10	FHLMC 3.75YrNc9MB	04/29/2024	.500	.500	15,000,000.00	15,000,000.00	100.004000	15,000,600.00	600.00	2.805	2.833
3134GWE19	FHLMC 4.5YrNc2YrB	01/29/2025	.510	.510	15,000,000.00	15,000,000.00	99.657000	14,948,550.00	-51,450.00	3.536	3.586
3134GWL48	FHLMC 3.5YrNc1YrB	02/12/2024	.375	.375	20,000,000.00	20,000,000.00	99.820000	19,964,000.00	-36,000.00	2.598	2.622
3134GWL79	FHLMC 4YrNc1.5YrQ	09/10/2024	.400	.400	10,000,000.00	10,000,000.00	99.476000	9,947,600.00	-52,400.00	3.167	3.200
3134GWN85	FHLMC 4YrNc6MoQ	09/10/2024	.450	.450	10,000,000.00	10,000,000.00	99.622000	9,962,200.00	-37,800.00	3.164	3.200
3134GWL79	FHLMC 4YrNc1.5YrQ	09/10/2024	.400	.400	10,000,000.00	10,000,000.00	99.476000	9,947,600.00	-52,400.00	3.167	3.200
3134GWN44	FHLMC 4YrNc6MoQ	09/11/2024	.450	.450	10,000,000.00	10,000,000.00	99.619000	9,961,900.00	-38,100.00	3.167	3.203
3134GWL48	FHLMC 3YrNc1YrQ	09/14/2023	.320	.320	10,000,000.00	10,000,000.00	99.996000	9,999,600.00	-400.00	2.194	2.208
3134GWL38	FHLMC 5YrNc2YrQ	09/15/2025	.540	.540	10,000,000.00	10,000,000.00	98.884000	9,888,400.00	-111,600.00	4.149	4.214
3134GWL38	FHLMC 5YrNc2YrQ	09/15/2025	.540	.540	15,000,000.00	15,000,000.00	98.884000	14,832,600.00	-167,400.00	4.149	4.214
3134GWP91	FHLMC 4.75YrNc2YrQ	06/16/2025	.500	.500	5,000,000.00	5,000,000.00	99.020000	4,951,000.00	-49,000.00	3.917	3.964
3134GWT22	FHLMC 4.5YrNc1YrQ	03/24/2025	.475	.475	15,000,000.00	15,000,000.00	98.225000	14,733,750.00	-266,250.00	3.692	3.734
3134GWR32	FHLMC 3.75YrNc1YrQ	06/24/2024	.410	.410	10,000,000.00	10,000,000.00	99.470000	9,947,000.00	-53,000.00	2.962	2.986
3134GWP26	FHLMC 5YrNc1.5YrB	03/28/2025	.500	.500	10,000,000.00	10,000,000.00	99.250000	9,925,000.00	-75,000.00	3.700	3.745
3134GWTG1	FHLMC 5YrNc6MoB	09/30/2025	.600	.600	5,000,000.00	5,000,000.00	99.217000	4,960,850.00	-39,150.00	4.184	4.255
3134GWP42	FHLMC 3YrNc1YrQ	10/13/2023	.300	.310	10,000,000.00	9,996,900.00	99.860000	9,986,000.00	-10,900.00	2.275	2.288
3134GWB85	FHLMC 3YrNc1YrB	10/13/2023	.300	.300	10,000,000.00	10,000,000.00	99.869000	9,986,900.00	-13,100.00	2.275	2.288
3134GW3X2	FHLMC 3YrNc3MoB	10/27/2025	.625	.625	10,000,000.00	10,000,000.00	99.054000	9,905,400.00	-94,600.00	4.256	4.329
3134GW3Z7	FHLMC 5YrNc1YrQ	10/28/2025	.600	.600	10,000,000.00	10,000,000.00	99.131000	9,913,100.00	-86,900.00	4.262	4.332
3134GW3Y0	FHLMC 5YrNc2YrQ	10/28/2025	.550	.550	10,000,000.00	10,000,000.00	98.794000	9,879,400.00	-120,600.00	4.267	4.332
3137EAE33	FHLMC 5Yr	09/23/2025	.375	.497	10,000,000.00	9,941,100.00	98.474000	9,847,400.00	-93,700.00	4.187	4.236
3137EAE28	FHLMC 3Yr	11/06/2023	.250	.280	10,000,000.00	9,991,000.00	99.892000	9,989,200.00	-1,800.00	2.340	2.353
3134GXB55	FHLMC 5YrNc1YrQ	11/12/2025	.600	.600	5,000,000.00	5,000,000.00	99.576000	4,978,800.00	-21,200.00	4.300	4.373
3134GXB55	FHLMC 5YrNc1YrQ	11/12/2025	.600	.600	5,000,000.00	5,000,000.00	99.576000	4,978,800.00	-21,200.00	4.300	4.373
3134GXB17	FHLMC 3YrNc2YrA	11/16/2023	.300	.325	15,000,000.00	14,988,750.00	100.022000	15,003,300.00	14,550.00	2.366	2.381
3135GA223	FHLMC 5YrNc2YrA	11/17/2025	.560	.560	5,000,000.00	5,000,000.00	98.886000	4,944,300.00	-55,700.00	4.319	4.386
3135GA223	FHLMC 5YrNc2YrA	11/17/2025	.560	.560	5,000,000.00	5,000,000.00	98.886000	4,944,300.00	-55,700.00	4.319	4.386
3134GXD66	FHLMC 2YrNc1YrQ	11/23/2022	.190	.190	10,000,000.00	10,000,000.00	99.901000	9,990,100.00	-9,900.00	1.394	1.400
3134GXCA0	FHLMC 3YrNc1YrQ	11/24/2023	.320	.328	10,000,000.00	9,997,500.00	99.895000	9,989,500.00	-8,000.00	2.388	2.403
3134GXEA8	FHLMC 2YrNc1YrQ	11/23/2022	.200	.200	10,000,000.00	10,000,000.00	99.868000	9,986,800.00	-13,200.00	1.394	1.400
3134GXEA8	FHLMC 2YrNc1YrQ	11/23/2022	.200	.200	10,000,000.00	10,000,000.00	99.868000	9,986,800.00	-13,200.00	1.394	1.400
3134GXC99	FHLMC 3.5YrNc11MoQ	05/24/2024	.400	.400	10,000,000.00	10,000,000.00	99.753000	9,975,300.00	-24,700.00	2.879	2.901
3134GXC99	FHLMC 3.5YrNc11MoQ	05/24/2024	.400	.400	10,000,000.00	10,000,000.00	99.753000	9,975,300.00	-24,700.00	2.879	2.901
3134GXEX8	FHLMC 2.5YrNc1YrB	06/01/2023	.250	.260	10,000,000.00	9,997,500.00	100.002000	10,000,200.00	2,700.00	1.913	1.921
3134GXCA0	FHLMC 3YrNc11MoB	11/24/2023	.320	.328	10,710,000.00	10,707,322.50	99.895000	10,698,754.50	-8,568.00	2.388	2.403
3134GXEX8	FHLMC 2.5YrNc1YrB	06/01/2023	.250	.270	10,000,000.00	9,995,000.00	100.002000	10,000,200.00	5,200.00	1.913	1.921
3134GXEX8	FHLMC 2.5YrNc1YrB	06/01/2023	.250	.256	10,000,000.00	9,998,500.00	100.002000	10,000,200.00	1,700.00	1.913	1.921
3134GXGQ1	FHLMC 2YrNc1YrQ	12/15/2022	.200	.200	10,000,000.00	10,000,000.00	99.948000	9,994,800.00	-5,200.00	1.455	1.460
3134GXJF2	FHLMC 2YrNc6MoB	12/30/2022	.200	.200	10,000,000.00	10,000,000.00	99.841000	9,984,100.00	-15,900.00	1.497	1.501
3134GXJF2	FHLMC 2YrNc6MoB	12/30/2022	.200	.200	10,000,000.00	10,000,000.00	99.841000	9,984,100.00	-15,900.00	1.497	1.501
3134GXHL1	FHLMC 5YrNc3MoB	12/30/2025	.700	.700	10,000,000.00	10,000,000.00	99.412000	9,941,200.00	-58,800.00	4.422	4.504
3134GXHH0	FHLMC 2.5YrNc1YrB	06/30/2023	.220	.220	10,000,000.00	10,000,000.00	99.746000	9,974,600.00	-25,400.00	1.995	2.000
3134GWLW4	FHLMC 5YrNc9MoB	08/19/2025	.625	.625	10,000,000.00	10,000,000.00	99.437000	9,943,700.00	-56,300.00	4.077	4.140
			.418	.421	740,710,000.00	740,606,072.50	99.724272	738,667,654.50	-1,938,418.00	2.331	2.357
FNMA BONDS											
3135G0T78	FNMA 4.83Yr	10/05/2022	2.000	2.322	15,000,000.00	14,782,200.00	102.295000	15,344,250.00	562,050.00	1.235	1.266
3135G0T94	FNMA 5Yr	01/19/2023	2.375	2.495	10,000,000.00	9,944,100.00	103.371000	10,337,100.00	393,000.00	1.499	1.556
3135G0U43	FNMA 4.41Yr	09/12/2023	2.875	2.333	30,000,000.00	30,670,500.00	105.687000	31,706,100.00	1,035,600.00	2.106	2.203
3135G02H5	FNMA 1.5Yr	09/16/2021	.210	.210	25,000,000.00	25,000,000.00	100.030000	25,007,500.00	7,500.00	.213	.214
3135G02K8	FNMA 2Yr	03/16/2022	.270	.270	25,000,000.00	25,000,000.00	100.144000	25,036,000.00	36,000.00	.708	.710
3135G0X24	FNMA 4.83Yr	01/07/2025	1.625	1.094	10,000,000.00	10,247,300.00	103.563000	10,356,300.00	109,000.00	3.391	3.526
3135G03B7	FNMA 2Yr	04/07/2022	.400	.400	25,000,000.00	25,066,000.00	100.265000	25,066,250.00	66,250.00	.767	.770
3135G03J0	FNMA 2Yr	04/15/2022	.440	.440	25,000,000.00	25,000,000.00	100.305000	25,076,250.00	76,250.00	.789	.792
3136G4XK4	FNMA 5YrNc2YrQ	06/30/2025	.650	.650	5,000,000.00	5,000,000.00	99.596000	4,979,800.00	-20,200.00	3.942	4.003
3136G4XZ1	FNMA 5YrNc1YrQ	06/30/2025	.740	.740	5,000,000.00	5,000,000.00	100.005000	5,000,250.00	250.00	3.934	4.003
3136G4XR9	FNMA 5YrNc1YrQ	07/07/2025	.740	.740	14,900,000.00	14,900,000.00	100.006000	14,900,894.00	894.00	3.939	4.022
3136G4YJ6	FNMA 3YrNc1YrB	07/07/2023	.420	.420	15,000,000.00	15,000,000.00	100.003000	15,000,450.00	450.00	2.005	2.019
3135G05H2	FNMA 3YrNc1YrB	01/13/2023	.420	.432	20,000,000.00	19,994,000.00	100.006000	20,001,200.00	7,200.00	1.527	1.540
3136G4YU1	FNMA 5YrNc1YrQ	07/15/2025	.730	.730	15,000,000.00	15,000,000.00	100.000000	15,000,000.00	0.00	3.962	4.044
3136G4ZC0	FNMA 3.75YrNc1YrB	04/22/2024	.500	.500	15,000,000.00	15,000,000.00	100.006000	15,000,900.00	900.00	2.786	2.814
3136G4B51	FNMA 3YrNc1YrB	07/27/2023	.420	.420	15,000,000.00	15,000,000.00	100.012000	15,001,800.00	1,800.00	2.060	2.074
3136G4B51	FNMA 3YrNc1YrB	07/27/2023	.420	.420	15,000,000.00	15,000,000.00	100.012000	15,001,800.00	1,800.00	2.060	2.074
3136G4C27	FNMA 5YrNc1YrB	07/29/2025	.700	.700	15,000,000.00	15,000,000.00	99.912000	14,986,800.00	-13,200.00	4.004	4.082
3136G4ZC0	FNMA 3.75YrNc1YrB	04/22/2024	.500	.500	10,000,000.00	10,000,000.00	100.006000	10,000,600.00	600.00	2.786	2.814
3136G4F32	FNMA 5YrNc2YrB	07/29/2025	.600	.600	10,000,000.00	10,000,000.00	99.344000	9,934,400.00	-65,600.00	4.015	4.082
3136G4D75	FNMA 5YrNc2YrB	07/29/2025	.600	.600	10,000,000.00	10,000,000.00	98.547000	9,854,700.00	-145,300.00	4.015	4.082
3136G4B28	FNMA 4YrNc1YrB	07/30/2024	.520	.520	9,400,000.00	9,400,000.00	100.010000	9,400,940.00	940.00	3.048	3.085
3136G4B28	FNMA 4YrNc1YrB	07/30/2024	.520	.520	10,000,000.00	10,000,000.00	100.010000	10,001,000.00	1,000.00	3.048	3.085
3136G4B28	FNMA 4YrNc1YrB	07/30/2024	.520	.520	10,100,000.00	10,100,000.00	100.010000	10,101,010.00	1,010.00	3.048	3.085
3136G4B77	FNMA 5YrNc1YrB	08/04/2025	.700	.700	10,000,000.00	10,000,000.00	99.912000	9,991,200.00	-8,800.00	4.018	4.099
3136G4B77	FNMA 5YrNc1YrB	08/04/2025	.700	.700	1						

Month End Portfolio Holdings

CUSIP	Description	Maturity Date	Coupon	Yield To Mat	Par Value	Book Value	Market Price	Market Value	Unrealized Gain/Loss	Modified Duration	Years To Maturity
3135GA2Z3	FNMA 5YrNc2YrA	11/17/2025	.560	.560	10,000,000.00	10,000,000.00	98.886000	9,888,600.00	-111,400.00	4.319	4.386
3135G06E8	FNMA 4YrNc2YrB	11/18/2024	.420	.420	10,000,000.00	10,000,000.00	99.474000	9,947,400.00	-52,600.00	3.354	3.389
3135GA4P3	FNMA 5YrNc2YrA	11/18/2025	.650	.650	20,000,000.00	20,000,000.00	99.270000	19,854,000.00	-146,000.00	4.311	4.389
3135GA5A5	FNMA 3.25YrNc2YrA	02/23/2024	.350	.350	20,000,000.00	20,000,000.00	99.655000	19,931,000.00	-69,000.00	2.630	2.652
3135GA4R9	FNMA 3.75YrNc2YrA	08/23/2024	.420	.420	15,000,000.00	15,000,000.00	99.886000	14,982,900.00	-17,100.00	3.122	3.151
3135GA3Z2	FNMA 5YrNc2YrA	11/25/2025	.600	.600	15,000,000.00	15,000,000.00	99.030000	14,854,500.00	-145,500.00	4.336	4.408
3135G06F5	FNMA 2.9YrNc2YrQ	11/16/2023	.310	.310	5,000,000.00	5,000,000.00	100.090000	5,004,500.00	4,500.00	2.366	2.381
3135GAAZ4	FNMA 4.5YrNc1.5YrB	06/24/2025	.500	.500	10,000,000.00	10,000,000.00	99.004000	9,900,400.00	-99,600.00	3.939	3.986
			.663	.649	709,251,000.00	709,832,780.00	100.106946	710,009,514.21	176,734.21	2.860	2.905
FHLB DISC NOTES											
313385MC7	FHLB DISC NTE	09/24/2021	.045	.045	100,000,000.00	99,977,250.00	99.988000	99,988,000.00	10,750.00	.235	.236
313385HV1	FHLB DISC NTE	07/07/2021	.020	.020	47,000,000.00	46,997,623.89	100.000000	47,000,000.00	2,376.11	.019	.019
313385HV1	FHLB DISC NTE	07/07/2021	.020	.020	3,000,000.00	2,999,848.33	100.000000	3,000,000.00	151.67	.019	.019
313385MQ6	FHLB DISC NTE	10/06/2021	.037	.037	35,000,000.00	34,993,453.06	99.987000	34,995,450.00	1,996.94	.268	.268
313385JS6	FHLB DISC NTE	07/28/2021	.010	.010	104,100,000.00	104,098,380.67	99.998000	104,097,918.00	-462.67	.077	.077
313385LF1	FHLB DISC NTE	09/03/2021	.020	.020	50,000,000.00	49,997,472.22	99.991000	49,995,500.00	-1,972.22	.178	.178
313385JC1	FHLB DISC NTE	07/14/2021	.030	.030	80,000,000.00	79,998,200.00	99.999000	79,999,200.00	1,000.00	.038	.038
			.027	.027	419,100,000.00	419,062,228.17	99.994290	419,076,068.00	13,839.83	.128	.129
FHLB BONDS											
313379Q69	FHLB 4.5 Yr	06/10/2022	2.125	2.182	7,975,000.00	7,955,620.75	101.912000	8,127,482.00	171,861.25	.929	.945
313382AX1	FHLB 4.9Yr	03/10/2023	2.125	2.716	11,750,000.00	11,432,397.50	103.141000	12,119,067.50	686,670.00	1.641	1.693
313378WG2	FHLB 2.91Yr	03/11/2022	2.500	2.308	30,000,000.00	30,158,100.00	101.672000	30,501,600.00	343,500.00	.683	.696
3130AHG31	FHLB 5YrNc2YrQ	10/29/2024	1.800	1.800	25,000,000.00	25,000,000.00	100.491000	25,122,750.00	122,750.00	3.209	3.334
3130AK3T1	FHLB 4.25YrNc3MoA	12/09/2024	.500	.500	10,000,000.00	10,000,000.00	99.426000	9,942,600.00	-57,400.00	3.407	3.447
3130AKAR7	FHLB 10Mo	07/16/2021	.115	.115	25,000,000.00	25,000,000.00	100.000000	25,000,000.00	0.00	.044	.044
3130AKCP9	FHLB 9Mo	07/15/2021	.120	.120	50,000,000.00	50,000,000.00	100.001000	50,000,500.00	500.00	.041	.041
3130AKDH6	FHLB 2 Yr	10/21/2022	.125	.176	10,000,000.00	9,989,900.00	99.933000	9,993,300.00	3,400.00	1.306	1.310
3130AKDG8	FHLB 8Mo	07/21/2021	.110	.110	50,000,000.00	50,000,000.00	100.000000	50,000,000.00	0.00	.057	.058
3130AKKP0	FHLB 3YrNc1YrA	12/22/2023	.190	.235	15,000,000.00	14,979,900.00	99.580000	14,937,000.00	-42,900.00	2.470	2.479
3130AKL79	FHLB 3YrNc6MoB	12/28/2023	.250	.250	10,000,000.00	10,000,000.00	99.751000	9,975,100.00	-24,900.00	2.485	2.496
3130AKKF2	FHLB 3.25YrNc6MoA	03/28/2024	.270	.270	15,000,000.00	15,000,000.00	99.698000	14,954,700.00	-45,300.00	2.731	2.745
3130AKLB0	FHLB 3.5YrNc1YrB	06/28/2024	.260	.260	15,000,000.00	15,000,000.00	99.501000	14,925,150.00	-74,850.00	2.981	2.997
3130AKLB0	FHLB 3.5YrNc1YrB	06/28/2024	.260	.260	10,000,000.00	10,000,000.00	99.501000	9,950,100.00	-49,900.00	2.981	2.997
3130AKKF2	FHLB 3.25YrNc6MoA	03/28/2024	.270	.279	15,000,000.00	14,995,500.00	99.698000	14,954,700.00	-40,800.00	2.731	2.745
3130AL2G8	FHLB 5YrNc6MoQ	02/18/2026	.600	.615	5,000,000.00	4,996,250.00	98.979000	4,948,950.00	-47,300.00	4.553	4.641
3130ALBX1	FHLB 5YrNc1YrQ	02/23/2026	.580	.580	10,000,000.00	10,000,000.00	98.704000	9,870,400.00	-129,600.00	4.569	4.655
3130ALDX9	FHLB 4.25Yr1YrQ	05/23/2025	.500	.500	14,750,000.00	14,750,000.00	99.164000	14,626,690.00	-123,310.00	3.853	3.899
3130ALFN9	FHLB 4.5YrNc1YrQ	08/25/2025	.550	.550	5,000,000.00	5,000,000.00	99.180000	4,959,000.00	-41,000.00	4.092	4.156
3130ALGK5	FHLB 5YrNc1YrA	02/25/2026	.580	.580	6,000,000.00	6,000,000.00	98.591000	5,915,460.00	-84,540.00	4.575	4.660
3130ALEM2	FHLB 5YrNc3MoQ	02/25/2026	.790	.790	15,000,000.00	15,000,000.00	99.686000	14,952,900.00	-47,100.00	4.547	4.660
3130ALEM2	FHLB 5YrNc3MoQ	02/25/2026	.790	.790	10,000,000.00	10,000,000.00	99.686000	9,968,600.00	-31,400.00	4.547	4.660
3130ALF25	FHLB 3.75YrNc6MoB	11/26/2024	.400	.400	5,000,000.00	5,000,000.00	99.372000	4,968,600.00	-31,400.00	3.381	3.411
3130ALGR9	FHLB 5YrNc3MoQ	02/26/2026	.850	.850	10,000,000.00	10,000,000.00	99.707000	9,970,700.00	-29,300.00	4.542	4.663
3130ALEH3	FHLB 5YrNc1YrQ	03/16/2026	.700	.700	25,000,000.00	25,000,000.00	99.230000	24,807,500.00	-192,500.00	4.617	4.712
3130ALH56	FHLB 5YrNc1YrA	03/18/2026	.750	.750	10,000,000.00	10,000,000.00	99.567000	9,956,700.00	-43,300.00	4.616	4.718
3130ALHZ0	FHLB 4.25YrNc1YrQ	06/18/2025	.530	.530	10,000,000.00	10,000,000.00	99.276000	9,927,600.00	-72,400.00	3.919	3.970
3130ALH56	FHLB 5YrNc1YrA	03/18/2026	.750	.750	10,000,000.00	10,000,000.00	99.567000	9,956,700.00	-43,300.00	4.616	4.718
3130ALFPW9	FHLB 5YrNc3MoQ	03/18/2026	.790	.790	15,000,000.00	15,000,000.00	98.983000	14,847,450.00	-152,550.00	4.611	4.718
3130ALHG2	FHLB 5YrNc1YrA	03/18/2026	.750	.750	10,000,000.00	10,000,000.00	99.544000	9,954,400.00	-45,600.00	4.616	4.718
3130ALGJ7	FHLB 5YrNc1MoM	03/23/2026	1.000	1.000	14,625,000.00	14,625,000.00	100.000000	14,625,000.00	0.00	4.597	4.732
3130ALGJ7	FHLB 5YrNc1MoM	03/23/2026	1.000	1.000	9,750,000.00	9,750,000.00	100.000000	9,750,000.00	0.00	4.597	4.732
3130ALGJ7	FHLB 5YrNc1MoM	03/23/2026	1.000	1.000	14,625,000.00	14,625,000.00	100.000000	14,625,000.00	0.00	4.597	4.732
3130ALGJ7	FHLB 5YrNc1MoM	03/23/2026	1.000	1.015	8,921,250.00	8,914,559.06	100.000000	8,921,250.00	6,690.94	4.597	4.732
3130ALGJ7	FHLB 5YrNc1MoM	03/23/2026	1.000	1.000	9,750,000.00	9,750,000.00	100.000000	9,750,000.00	0.00	4.597	4.732
3130ALGJ7	FHLB 5YrNc1MoM	03/23/2026	1.000	1.000	19,500,000.00	19,500,000.00	100.000000	19,500,000.00	0.00	4.597	4.732
3130ALGJ7	FHLB 5YrNc1MoM	03/23/2026	1.000	1.000	19,500,000.00	19,500,000.00	100.000000	19,500,000.00	0.00	4.597	4.732
3130ALGJ7	FHLB 5YrNc1MoM	03/23/2026	1.000	1.000	9,750,000.00	9,750,000.00	100.000000	9,750,000.00	0.00	4.597	4.732
3130ALN34	FHLB 4YrNc6MoB	03/24/2025	.700	.700	10,000,000.00	10,000,000.00	100.002000	10,000,200.00	200.00	3.672	3.734
3130ALKF0	FHLB 4YrNc1YrB	03/25/2025	.625	.625	10,000,000.00	10,000,000.00	100.011000	10,001,100.00	1,100.00	3.681	3.737
3130ALKF0	FHLB 4YrNc1YrB	03/25/2025	.625	.625	10,000,000.00	10,000,000.00	100.011000	10,001,100.00	1,100.00	3.681	3.737
3130ALNK6	FHLB 4YrNc1YrB	03/25/2025	.								

Month End Portfolio Holdings

CUSIP	Description	Maturity Date	Coupon	Yield To Mat	Par Value	Book Value	Market Price	Market Value	Unrealized Gain/Loss	Modified Duration	Years To Maturity
3133EK6V3	FFCB 3Yr	11/07/2022	.360	.360	25,000,000.00	25,000,000.00	100.363000	25,090,750.00	90,750.00	1.334	1.356
3133EK6V3	FFCB 3Yr	11/07/2022	.360	.360	15,000,000.00	15,000,000.00	100.363000	15,054,450.00	54,450.00	1.334	1.356
3133EK6V3	FFCB 3Yr	11/07/2022	.360	.360	25,000,000.00	25,000,000.00	100.363000	25,090,750.00	90,750.00	1.334	1.356
3133ELCX0	FFCB 3Yr	12/09/2022	.370	.370	9,000,000.00	9,000,000.00	100.440000	9,039,600.00	39,600.00	1.423	1.444
3133ELCX0	FFCB 3Yr	12/09/2022	.370	.370	24,000,000.00	24,000,000.00	100.440000	24,105,600.00	105,600.00	1.423	1.444
3133ELCX0	FFCB 3Yr	12/09/2022	.370	.370	24,000,000.00	24,000,000.00	100.440000	24,105,600.00	105,600.00	1.423	1.444
3133ELCX0	FFCB 3Yr	12/09/2022	.370	.370	24,000,000.00	24,000,000.00	100.440000	24,105,600.00	105,600.00	1.423	1.444
3133ELCX0	FFCB 3Yr	12/09/2022	.370	.370	14,000,000.00	14,000,000.00	100.440000	14,061,600.00	61,600.00	1.423	1.444
3133ELCX0	FFCB 3Yr	12/09/2022	.370	.370	24,000,000.00	24,000,000.00	100.440000	24,105,600.00	105,600.00	1.423	1.444
3133ELN9J	FFCB 4YrNc2YrA	02/28/2024	1.550	1.550	5,000,000.00	5,000,000.00	100.769000	5,038,450.00	38,450.00	2.590	2.666
3133ELH8J	FFCB 5YrNc2YrA	06/10/2025	.680	.680	5,025,000.00	5,025,000.00	99.793000	5,014,598.25	-10,401.75	3.884	3.948
3133EL3E2	FFCB 3YrNc1YrA	08/10/2023	.320	.320	15,945,000.00	15,945,000.00	100.001000	15,945,159.45	159.45	2.100	2.112
3133EL7E8	FFCB 2.5YrNc3MoA	03/15/2023	.220	.250	10,000,000.00	9,992,500.00	99.747000	9,974,700.00	-17,800.00	1.703	1.707
3133EMDM1	FFCB 3YrNc2YrA	10/20/2023	.270	.270	10,000,000.00	10,000,000.00	99.768000	9,976,800.00	-23,200.00	2.296	2.307
3133EM7M8	FFCB 2.3Yr	02/21/2023	.163	.163	15,000,000.00	15,000,000.00	100.051000	15,007,650.00	7,650.00	1.639	1.647
3133EMHL9	FFCB 3YrNc1YrA	11/30/2023	.310	.310	10,000,000.00	10,000,000.00	99.846000	9,984,600.00	-15,400.00	2.405	2.419
3133EMJQ6	FFCB 3YrNc2YrA	12/08/2023	.280	.264	9,931,000.00	9,935,667.57	99.851000	9,916,202.81	-19,464.76	2.429	2.441
3133EMKG6	FFCB 2.5YrNc6MoA	06/15/2023	.200	.200	15,000,000.00	15,000,000.00	99.741000	14,961,150.00	-38,850.00	1.953	1.959
3133EMKH4	FFCB 2YrNc1YrA	12/15/2022	.160	.160	10,000,000.00	10,000,000.00	99.850000	9,985,000.00	-15,000.00	1.456	1.460
3133EMKH4	FFCB 2YrNc1YrA	12/15/2022	.160	.160	8,245,000.00	8,245,000.00	99.850000	8,232,632.50	-12,367.50	1.456	1.460
3133EMKW1	FFCB 3YrNc1YrA	12/21/2023	.210	.235	10,000,000.00	9,992,500.00	99.500000	9,950,000.00	-42,500.00	2.467	2.477
3133EMLE0	FFCB 2.75YrNc6MoA	09/22/2023	.190	.190	10,000,000.00	10,000,000.00	99.764000	9,976,400.00	-23,600.00	2.222	2.230
3133EMPL5	FFCB 4YrNc6MoA	12/23/2024	.320	.320	5,000,000.00	5,000,000.00	98.992000	4,949,600.00	-50,400.00	3.458	3.485
3133EMKW1	FFCB 3YrNc1YrA	12/21/2023	.210	.235	20,000,000.00	19,985,000.00	99.500000	19,900,000.00	-85,000.00	2.467	2.477
3133EMPL5	FFCB 4YrNc6MoA	12/23/2024	.320	.320	15,000,000.00	15,000,000.00	98.992000	14,848,800.00	-151,200.00	3.458	3.485
3133EMLR1	FFCB 5YrNc6MoA	12/23/2025	.500	.506	12,430,000.00	12,426,271.00	97.813000	12,158,155.90	-268,115.10	4.425	4.485
3130AKKF2	FFCB 3.25YrNc6MoA	03/28/2024	.270	.270	10,000,000.00	10,000,000.00	99.698000	9,969,800.00	-30,200.00	2.731	2.745
3133EMPL5	FFCB 4YrNc6MoA	12/23/2024	.320	.339	10,000,000.00	9,992,500.00	98.992000	9,899,200.00	-93,300.00	3.458	3.485
3133EMLF7	FFCB 1.75YrNc6MoA	09/22/2022	.120	.155	15,000,000.00	14,991,000.00	99.868000	14,980,200.00	-10,800.00	1.226	1.230
3133EMLT7	FFCB 3YrNc1YrA	12/28/2023	.210	.235	15,000,000.00	14,988,750.00	99.499000	14,924,850.00	-63,900.00	2.486	2.496
3133EMLT7	FFCB 3.9YrNc1.9YrA	12/28/2023	.210	.244	10,000,000.00	9,990,000.00	99.499000	9,949,900.00	-40,100.00	2.486	2.496
3133EMML3	FFCB 2Yr	01/12/2023	.120	.125	25,000,000.00	24,997,500.00	99.936000	24,984,000.00	-13,500.00	1.531	1.537
3133EMSC7	FFCB 4RNC1YrA	03/03/2025	.480	.480	5,000,000.00	5,000,000.00	99.423000	4,971,150.00	-28,850.00	3.633	3.677
3133EMSC7	FFCB 4YrNc1YrA	03/03/2025	.480	.512	10,000,000.00	9,987,500.00	99.423000	9,942,300.00	-45,200.00	3.632	3.677
3133EMTW2	FFCB 3Yr	03/18/2024	.300	.307	25,000,000.00	24,994,675.00	99.687000	24,921,750.00	-72,925.00	2.701	2.718
3133EMUP5	FHLB 4YrNc1YrA	04/01/2025	.710	.710	10,000,000.00	10,000,000.00	100.032000	10,003,200.00	3,200.00	3.691	3.756
3133EMUP5	FFCB 4YrNc1YrA	04/01/2025	.710	.710	10,000,000.00	10,000,000.00	100.032000	10,003,200.00	3,200.00	3.691	3.756
3133EMVD1	FFCB 3YrNc1YrA	04/05/2024	.330	.330	10,000,000.00	10,000,000.00	99.691000	9,969,100.00	-30,900.00	2.747	2.767
3133EMUJ4	FFCB 1.58Yr	11/29/2022	.120	.149	25,000,000.00	24,988,250.00	99.963000	24,990,750.00	2,500.00	1.412	1.416
3133EMJZ4	FFCB 1Yr	05/17/2022	.060	.063	50,000,000.00	49,998,575.00	99.984000	49,992,000.00	-6,575.00	.880	.879
3133EMJZ4	FFCB 5YrNc2YrA	05/18/2026	.900	.900	5,000,000.00	5,000,000.00	99.844000	4,992,200.00	-7,800.00	4.762	4.885
3133EMD66	FFCB 1.25Yr	09/15/2022	.080	.090	20,000,000.00	19,997,400.00	99.939000	19,987,800.00	-9,600.00	1.207	1.211
3133EMD66	FFCB 1.25Yr	09/15/2022	.080	.090	75,000,000.00	74,990,250.00	99.939000	74,954,250.00	-36,000.00	1.207	1.211
			.421	.430	843,203,000.00	843,100,569.81	100.164410	844,589,310.59	1,488,740.78	1.805	1.825
FARMER MAC											
3132X03B5	FAMCA 4.9Yr	06/30/2023	2.850	2.964	10,000,000.00	9,947,900.00	105.133000	10,513,300.00	565,400.00	1.930	2.000
31422BYJ3	FAMCA 1.5Yr	10/18/2021	.143	.143	50,000,000.00	50,000,000.00	100.028000	50,014,000.00	14,000.00	.300	.301
			.594	.633	60,000,000.00	59,947,900.00	100.878833	60,527,300.00	579,400.00	.583	.596
MUNI BONDS											
13063DAD0	STATE OF CALIFORNIA	04/01/2022	2.367	2.960	1,500,000.00	1,468,800.00	101.649000	1,524,735.00	55,935.00	.736	.753
544351MM8	CITY OF LOS ANGELES	09/01/2021	4.000	2.919	8,915,000.00	9,200,993.20	100.610000	8,969,381.50	-231,611.70	1.170	1.173
13063DAD0	STATE OF CALIFORNIA	04/01/2022	2.367	3.120	17,695,000.00	17,256,340.95	101.649000	17,986,790.55	730,449.60	.735	.753
13063DAD0	STATE OF CALIFORNIA	04/01/2022	2.367	3.290	25,000,000.00	24,275,250.00	101.649000	25,412,250.00	1,137,000.00	.735	.753
419792YL4	STATE OF HAWAII	01/01/2022	2.770	2.770	3,500,000.00	3,500,000.00	101.280000	3,544,800.00	44,800.00	.489	.507
826239GH2	SIER JT COM GO	08/01/2024	.354	.354	720,000.00	720,000.00	98.989000	712,720.80	-7,279.20	3.062	3.090
826239FY6	SIER JT COM GO	08/01/2024	.344	.344	500,000.00	500,000.00	98.959000	494,795.00	-5,205.00	3.063	3.090
826239FX8	SIER JT COM GO	08/01/2023	.229	.229	260,000.00	260,000.00	99.576000	258,897.60	-1,102.40	2.078	2.088
826239GF6	SIER JT COM GO	08/01/2022	.179	.179	205,000.00	205,000.00	99.949000	204,895.45	-104.55	1.084	1.088
826239FW0	SIER JT COM GO	08/01/2022	.179	.179	260,000.00	260,000.00	99.949000	259,867.40	-132.60	1.084	1.088
8014952N1	SANTA CLARA USD GO	07/01/2022	.160	.160	8,770,000.00	8,770,000.00	100.001000	8,770,087.70	87.70	1.001	1.003
8014952P6	SANTA CLARA USD GO	07/01/2023	.210	.210	2,870,000.00	2,870,000.00	99.810000	2,864,547.00	-5,453.00	1.995	2.003
098203VS8	BONITA USD GO	08/01/2021	.145	.145	655,000.00	655,000.00	99.998000	654,986.90			

Month End Portfolio Holdings

CUSIP	Description	Maturity Date	Coupon	Yield To Mat	Par Value	Book Value	Market Price	Market Value	Unrealized Gain/Loss	Modified Duration	Years To Maturity
78012UH24	ROYAL BANK OF CANADA	11/17/2021	.160	.160	115,000,000.00	115,000,000.00	100.000000	115,000,000.00	0.00	.383	.384
78012UH81	ROYAL BANK OF CANADA	11/24/2021	.170	.170	7,000,000.00	7,000,000.00	100.000000	7,000,000.00	0.00	.402	.403
89114W3Z6	TORONTO DOMINION	11/30/2021	.160	.160	7,000,000.00	7,000,000.00	100.000000	7,000,000.00	0.00	.418	.419
89114W6J9	TORONTO DOMINION	12/30/2021	.170	.170	15,000,000.00	15,000,000.00	100.000000	15,000,000.00	0.00	.500	.501
06367CDZ7	BMO	07/01/2021	.120	.120	60,000,000.00	60,000,000.00	100.000000	60,000,000.00	0.00	.003	.003
06367CE29	BMO	07/02/2021	.120	.120	60,000,000.00	60,000,000.00	100.000000	60,000,000.00	0.00	.005	.005
06367CE60	BMO YCD	11/08/2021	.170	.170	60,000,000.00	60,000,000.00	100.000000	60,000,000.00	0.00	.358	.359
89114W6P5	TORONTO DOMINION	07/06/2021	.100	.100	15,000,000.00	15,000,000.00	100.000000	15,000,000.00	0.00	.016	.016
06367CE52	BMO YCD	01/03/2022	.190	.190	60,000,000.00	60,000,000.00	100.000000	60,000,000.00	0.00	.511	.512
06367CEE3	BMO	07/07/2021	.110	.110	40,000,000.00	40,000,000.00	100.000000	40,000,000.00	0.00	.019	.019
06367CEJ2	BMO	01/10/2022	.150	.150	25,000,000.00	25,000,000.00	100.000000	25,000,000.00	0.00	.530	.532
89114W6Z3	TORONTO DOMINION	07/13/2021	.120	.120	30,000,000.00	30,000,000.00	100.000000	30,000,000.00	0.00	.036	.036
89114WBG9	TORONTO DOMINION	08/25/2021	.060	.060	30,000,000.00	30,000,000.00	100.000000	30,000,000.00	0.00	.153	.153
89114WBL8	TORONTO DOMINION	08/30/2021	.070	.070	45,000,000.00	45,000,000.00	100.000000	45,000,000.00	0.00	.167	.167
89114WCD5	TORONTO DOMINION	09/14/2021	.100	.100	20,000,000.00	20,000,000.00	100.000000	20,000,000.00	0.00	.208	.208
89114WCR4	TORONTO DOMINION	09/21/2021	.090	.090	20,000,000.00	20,000,000.00	100.000000	20,000,000.00	0.00	.227	.227
			.139	.139	724,000,000.00	724,000,000.00	100.000000	724,000,000.00	0.00	.256	.257
IFC BONDS											
45950VPQ3	IFC3.5Yr	08/22/2024	.250	.273	25,000,000.00	24,980,250.00	99.238000	24,809,500.00	-170,750.00	3.127	3.148
			.250	.273	25,000,000.00	24,980,250.00	99.238000	24,809,500.00	-170,750.00	3.127	3.148
Total Fund			.269	.273	9,505,043,481.59	9,503,657,508.92	100.005452	9,505,561,665.45	1,904,156.53	1.137	1.153
Grand Total			.269	.273	9,505,043,481.59	9,503,657,508.92	100.005452	9,505,561,665.45	1,904,156.53	1.137	1.153



The Mission Inn, Downtown Riverside. Digital Image. *The Mission Inn*. <http://www.missioninn.com/about-en.html>.



COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR
CAPITAL MARKETS

COUNTY ADMINISTRATIVE CENTER
4080 LEMON STREET,
4TH FLOOR,
RIVERSIDE, CA 92502-2205

WWW.COUNTYTREASURER.ORG

AGENDA ITEM 6C

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	October 13, 2021
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Michele Cisneros, Deputy Director of Finance
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Quarterly Financial Statements

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Receive and file the Quarterly Financial Statements for the 12 months ended June 30, 2021; and
- 2) Approve a budget adjustment of \$14,593,400 to increase the Measure A local streets and roads turnback payments to the local jurisdictions through June 2021.

BACKGROUND INFORMATION:

During the fiscal year, staff monitored the revenues and expenditures/expenses for the Commission. The attached preliminary financial statements present the revenues and expenditures/expenses for the Fiscal Year (FY) 2020/21. Many accrual adjustments for revenues and expenditures/expenses have been made for the year ended June 30, 2021, and are reflected in these financial statements; however, staff will continue to make year-end accrual adjustments depending upon materiality through the completion of the audit in October 2021.

The operating statement shows the Measure A, Local Transportation Fund (LTF) State Transit Assistance (STA), and State of Good Repair (SGR) sales tax revenues for the fourth quarter at 120 percent of the budget. The Governmental Accounting Standards Board (GASB) Statement No. 33, *Accounting and Financial Reporting for nonexchange Transactions*. GASB Statement No. 33 requires sales tax revenues to be accrued for the period in which they are collected at the point of destination or sale, as applicable. The California Department of Tax and Fee Administration (CDTFA) collects the sales tax funds and remits these funds to the Commission after the reporting period for the businesses. This creates a two-month lag in the receipt of Measure A and LTF revenues by the Commission. Accordingly, these financial statements reflect the Measure A and LTF revenues related to collections through June 2021.

Measure A and LTF revenues of approximately \$366 million through June 2021 exceeded the budget by 24 percent, primarily as a result of higher actual revenues that have greatly exceeded the revised revenue projections approved by the Commission in April. Additionally, STA revenues

of \$23.6 million, including SGR through the fourth quarter of 2021, is lower than the budget by 18 percent. Staff will continue to monitor the trends in the sales taxes and report to the Commission any necessary adjustments in revenue projections.

Federal, state, and local reimbursements are generally on a reimbursement basis. The Commission receives these revenues as eligible project costs are incurred and invoiced to the respective agencies. Significant federal and state reimbursements are related to 15/91 Express Lanes Connector project; Interstate (I) 15 Express Lanes project, including the I-15 Express Lanes Southern Extension; 91 Corridor Operations Project; Mid County Parkway project; Pachappa Underpass project; State Route (SR) 60 Truck Lanes project; Senate Bill (SB) 132 funded local jurisdiction projects; Perris Valley Line operations; rail state of good repair projects; Riverside Layover Facility; Riverside Track and Platform; and other station improvements. The following is an analysis of federal and state reimbursements reflected in this quarterly report:

	Federal Reimbursements		State Reimbursements	
	Budget	Actual	Budget	Actual
Highways				
15/91 Express Lanes Connector	\$ -	\$ -	\$ 51,620,000	\$ 46,938,643
I-15 Express Lanes/I-15 Southern Extension	5,500,000	5,517,006	-	-
91 Corridor Operations Project	22,388,900	8,575,731	-	-
Mid County Parkway	12,482,700	-	14,750,000	5,316,274
Pachappa Underpass	7,714,400	3,730,984	-	940,179
SR-60 Truck Lanes	15,120,000	17,219,583	26,285,800	19,610,155
SB 132 Funded Projects	-	-	32,006,400	25,254,973
Other	19,500	-	15,320,000	12,163,250
Total	63,225,500	35,043,304	139,982,200	110,223,474
Rail				
Coachella Valley Rail Station Development	200,000	89,691	-	-
Moreno Valley/March Field Rail Upgrade	1,785,600	1,539,015	-	-
Perris Valley Line Operations	4,000,000	2,480,637	1,081,400	-
Rail State of Good Repair	18,000,000	10,551,961	-	-
Riverside Layover Facility	4,087,800	2,155,134	-	-
Riverside Track & Platform	2,700,000	1,239,360	-	-
Other Station Improvements	5,868,700	3,962,605	1,500,000	-
Total	36,642,100	22,018,403	2,581,400	-
Other	3,668,100	3,618,112	6,500,000	5,477,608
Total	\$ 103,535,700	\$ 60,679,819	\$ 149,063,600	\$ 115,701,082

Staff will continue to prepare year-end reimbursement accrual adjustments in connection with the year-end closing and audit process.

During the FY 2020/21 budget process, the Commission conservatively estimated Transportation Uniform Mitigation Fee (TUMF) revenues of \$11 million passed through from Western Riverside Council of Governments (WRCOG) and a project reimbursement of \$4.5 million. The Commission has received TUMF revenues through May 2021 and estimated an accrual for June 2021 for an

approximate total of \$27.8 million. Actual TUMF reimbursements approximated \$471,400. The Commission expects to receive the June 2021 revenues by the end of the first quarter of 2022.

During the FY 2020/21 budget process, the Commission conservatively budgeted RCTC 91 Express Lanes and 15 Express Lanes toll revenues and non-toll revenues comprised of toll violations and fee revenues at \$37.3 million and \$5.1 million, respectively. In January 2021, the Commission approved a \$10.7 million mid-year budget adjustment to reduce toll revenues and non-toll revenues due to the delayed opening of the 15 Express Lanes. The operating statement shows the toll revenues at 157 percent of the revised budget and non-toll revenues at 216 percent. For the fiscal year ended June 30, 2021, the RCTC 91 Express Lanes toll revenues and non-toll revenues are at 156 percent and 230 percent, respectively, of the revised budget and the 15 Express Lanes toll revenues and non-toll revenues are at 162 percent and 129 percent, respectively, of the revised budget. Staff will continue to monitor toll transactions.

Other revenues primarily related to property management lease revenues are at 280 percent of the \$549,100 budget; investment income through the fourth quarter is 134 percent of the budget.

Gain on sale of land is recorded as part of the RCTC 91 Express Lanes Enterprise Fund accounting records and reflects the gain on sale of excess land purchased for the 91 Project. Gain on sale of land is not a budget-related item and, therefore, is not included in the FY 2020/21 budget.

The expenditures/expenses and other financing sources/uses categories are in line overall with the expectations of the budget with the following exceptions:

- Salaries and benefits are under budget primarily due to unfilled budget positions, including the regional conservation positions related to the Implementation and Management Services Agreement between the Commission and the Western Riverside County Regional Conservation Authority effective January 1, 2021;
- Professional services are under budget primarily due to unused budget authority for rail operations and development activities, highway general legal and professional services, toll operations general legal and professional services, administrative professional services, and finance auditing and professional services;
- Support costs are under budget due to unused budget authority for administrative activities, rail operations and development activities, regional program and commuter assistance advertising, and toll operations;
- Program operations are under budget due to unused budget authority for the toll operations, motorist and commuter assistance program operations, highway and rail program management, and station security;
- The status of significant Commission capital projects (engineering, construction, design-build, and right of way/land) with budget amounts exceeding \$5 million is discussed in the attachment;

- Operating and capital disbursements are made as claims are submitted to the Commission by transit operators. FY 2020/21 claims were lower due to the operators' use of available federal funding related to COVID-19 relief legislation;
- Special studies unused budget authority is related to feasibility studies;
- Local streets and roads expenditures are related to Measure A sales tax revenues. These financial statements reflect the turnback payments through June 2021. Local streets and roads expenditures are higher than the budget due to the higher than anticipated Measure A sales tax receipts received resulting from the unexpected magnitude of online sales during COVID-19 pandemic. Staff is requesting a budget adjustment of \$14,593,400;
- Regional arterial expenditures primarily represent expenditures for highways and regional arterial program administered by Coachella Valley Association of Governments (CVAG). CVAG requests reimbursements from the Commission based on available funds and sufficient budget authority;
- Debt service principal payments are made annually on June 1, while debt service interest payments are made semiannually on December 1 and June 1. On a quarterly basis in the RCTC 91 Express Lanes Enterprise Fund Accounting records, the Commission records accrued interest including compounded interest on the 91 Project Transportation Infrastructure Finance and Innovation Act (TIFIA) loan and accreted interest on the 2013 Toll Revenue Bonds, Series B (capital appreciation). However, \$22.6 million of the \$71.7 million interest costs through the fourth quarter will not be paid in the current year and therefore is not included in the FY 2020/21 budget. The unbudgeted difference of \$941,000 is related to the quarterly accrued interest including compounded interest on the 15 Express Lanes TIFIA loan;
- Capital outlay expenditures are under budget due to unused budget authority for office and property improvements for station rehabilitation; toll operations transponders; and Commission office, network, hardware, and software improvements;
- Depreciation is recorded as part of the accrual adjustments in the RCTC 91 Express Lanes and 15 Express Lanes Enterprise Funds accounting records; however, such depreciation is not paid and therefore is not included in the FY 2020/21 budget;
- The Commission entered into a loan agreement with the U.S. Department of Transportation for a \$152.5 million TIFIA loan to pay eligible I-15 Express Lanes project costs. Proceeds of the TIFIA loan may be drawn upon after certain conditions have been met. Through the fourth quarter, the Commission drew down \$21.6 million in TIFIA loan proceeds, for a cumulative inception to date total in TIFIA loan proceeds of \$147.9 million. Beginning with the fourth quarter of FY 2020/21, draws upon the TIFIA loan are recorded as a liability in the 15 Express Lanes Enterprise Fund accounting records. Therefore, \$5.9 million of TIFIA loan proceeds is not reflected on the attached operating statement. During construction of the I-15 Express Lanes project and for a period of up to five years following substantial completion, interest is compounded and added to the TIFIA loan. TIFIA debt service payments are expected to commence in December 2025, which is approximately five years after substantial completion of the I-15 Express Lanes project, through 2055; and

- The difference between transfers out and transfers in of \$147 million is related to the transfer of TIFIA loan debt from the government-wide accounting records that are not reported on the attached operating statement. At substantial completion and the opening of the 15 Express lanes, the TIFIA loan debt was transferred from the government-wide accounting records to the 15 Express Lanes Enterprise Fund.

FISCAL IMPACT:

Financial Information					
In Fiscal Year Budget:	No	Year:	FY 2020/21	Amount:	\$14,593,400
Source of Funds:	Measure A local streets and roads			Budget Adjustment:	Yes
GL/Project Accounting No.:	234 71 86104	\$264,400	Palo Verde Valley		
	257 71 86104	\$3,536,300	Coachella Valley		
	267 71 86104	\$10,792,700	Western County		
Fiscal Procedures Approved:	<i>Theresa Ibarra</i>			Date:	09/17/2021

Attachments:

- 1) Quarterly Project Status – June 2021
- 2) Quarterly Financial Statements – June 2021

Approved by the Budget and Implementation Committee on September 27, 2021

In Favor: 13 Abstain: 0 No: 0

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
QUARTERLY PROJECT STATUS
4th QUARTER
FOR TWELVE MONTHS ENDED 6/30/2021**

Project Description	FY 2020/21 through 4 th Quarter Budget	Expenditures through 4 th Quarter Actuals	Project Status
91 Project (P003028) The project connects with Orange County Transportation Authority's tolled express lanes at the Orange County/Riverside County line and continues approximately eight miles to the Interstate (I)-15/State Route (SR)-91 interchange. The project involves widening pavement on the outside of the existing highway to reposition general purpose lanes and repurposing the existing high occupancy vehicle lanes to accommodate two-tolled express lanes in the median in each direction. The 91 Project also involves constructing one new general-purpose lane in each direction from SR-71 to I-15, ultimately providing two-tolled express lanes and five general purpose lanes in each direction. 91 Project development activities began in September 2007, construction work related to roadway and structures began in July 2014, and the toll lanes opened in March 2017. The total cost of the 91 Project is estimated at \$1.4 billion, including capitalized interest, debt service reserves, contingency, and cost of issuance. The FY 2020/21 budget amount is \$15,493,100.	\$ 15,493,100	\$ 2,084,011	The under run of the FY 2020/21 budget at the fourth quarter is due to an outstanding property acquisition settlement (\$8.4 million), city of Corona - Ontario Improvements not performed as of the fourth quarter (\$1.5 million), under runs in Caltrans (\$0.8 million), the project and construction management (PCM) contract (\$0.3 million), remedial warranty work (\$0.2 million), and unused contingency (\$2.1 million).
SR-91 Corridor Operations Project (623046) The project will add one additional general-purpose lane to westbound SR- 91 between Green River Road and the on-ramp to southbound SR-241. Included in the project is 9 to 10 feet of outside widening at some locations and restriping in others. The FY 2020/21 budget amount is \$37,390,100.	37,390,100	12,764,586	The under run of the FY 2020/21 budget at the fourth quarter is due to a slower than anticipated start for the construction contract (\$13.3 million), an under run in construction management (\$1.0 million) and unused contingency (\$9.8 million).

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
QUARTERLY PROJECT STATUS
4th QUARTER
FOR TWELVE MONTHS ENDED 6/30/2021**

Project Description	FY 2020/21 through 4th Quarter Budget	Expenditures through 4th Quarter Actuals	Project Status
I-15 Express Lanes project (P003027) The project will generally add two tolled express lanes in each direction from SR-60 to Cajalco Road in Corona. Project development activities began in April 2008, and lanes are expected to open to traffic in Spring 2021. The total project cost is estimated at \$472 million, which includes \$42 million of contingency. The FY 2020/21 budget amount is \$69,731,400.	69,731,400	28,909,503	The under run of the FY 2020/21 budget at the fourth quarter is due to design builder close-out contingency not used (\$20.8 million), under runs in the design builder contract (6.0 million) and PCM contract (\$2.2 million), late opening for the toll services provider (\$4.0 million), toll occupancy detection system not put into place (\$2.0 million), and an agreement that Caltrans extended oversight was not needed after October 2020 (\$4.4 million).
15/91 Express Lanes Connector (P003039) The 15/91 Express Lane Connector (ELC) project constructs an express lanes median direct connector from southbound I-15 to westbound SR-91 and from eastbound SR-91 to northbound I-15 in the city of Corona. The project also adds tolled express lanes in each direction of I-15 from the 15/91 ELC to Hidden Valley Parkway; adds a tolled express lane in each direction of SR-91 from east of Lincoln Avenue to the 15/91 ELC; extends the tolled express lane along eastbound SR-91 from I-15 to west of Promenade Avenue; and extends an eastbound auxiliary lane along SR-91 from west of I-15 to west of Promenade Avenue. The project also includes the addition of a toll collection system infrastructure along I-15 and SR-91. The estimated project cost is \$270 million and the project is partially funded by state funds allocated under Senate Bill (SB) 132 legislation. The connector is expected to open to traffic in 2023. The FY 2020/21 budget amount is \$51,620,000.	51,620,000	46,937,687	The under run of the FY 2020/21 budget at the fourth quarter is due to under runs in the PCM contract (\$1.2 million), the BNSF temporary construction license (\$0.8 million), environmental mitigation permits (\$0.4 million), Caltrans support (\$0.3 million), and unused contingency (\$2.0 million).
I-15 Express Lanes Southern Extension (P003044) The project will add express lanes between SR-74 and Cajalco Road. The estimated project cost is \$544 million with the Project Approval and Environmental Document (PA/ED) phase of work funded by federal Congestion Mitigation and Air Quality (CMAQ) funds and Measure A. The FY 2020/21 budget amount is \$6,862,000.	6,862,000	6,105,883	The under run of the FY 2020/21 budget at the fourth quarter is due to the planned Level 2 Traffic and Revenue study being deferred to FY 2021/22 (\$0.7 million).

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
QUARTERLY PROJECT STATUS
4th QUARTER
FOR TWELVE MONTHS ENDED 6/30/2021**

Project Description	FY 2020/21 through 4th Quarter Budget	Expenditures through 4th Quarter Actuals	Project Status
Mid County Parkway (MCP) (P002302, P612302, P002320, & P002317) The environmental document for a new corridor from I-215 to SR-79 was approved in April 2015. The first design package is under construction. Construction of this new facility will be completed over many years as funding becomes available; the total project cost is estimated at \$1.3 to \$2.1 billion. The FY 2020/21 budget amount is \$43,182,800.	43,182,800	16,463,115	The under run of the FY 2020/21 budget at the fourth quarter is primarily due to the following for each project: <ul style="list-style-type: none"> • MCP: Under runs in preliminary engineering due to under runs in cultural landscape studies and property analysis review (\$0.2 million), and right of way (ROW) acquisition and support (\$5.5 million). • MCP Placentia: Anticipated land acquisition that did not occur (\$4.1 million), under runs in design and environmental (\$0.6 million), and unused contingency (\$16.3 million). • MCP Mitigation: The first year of plant establishment was completed at the beginning of the third quarter in FY 2020/21 and the minimal over run in the fourth quarter was due to an under run in final design, construction and construction management (\$0.1 million) and an over run in program management and ROW support services (\$0.2 million).
Pachappa Underpass project (P003038) The project will remove the Pachappa shoofly structure and associated retaining walls and construct a retaining wall, drainage, and track bed for the permanent Pachappa underpass. Track relocation will be performed by Union Pacific Railroad (UPRR). The project construction cost is estimated at \$16 million. The FY 2020/21 budget amount is \$14,343,100.	14,343,100	5,910,935	The under run of the FY 2020/21 budget at the fourth quarter is due to additional time required for UPRR, pushing expenditures into the next fiscal year for construction (\$4.1 million) and construction management (\$1.1 million), as well as the UPRR budget that was anticipated, but instead was directly handled by Caltrans to cover UPRR construction support services (\$3.1 million).
SR-60 Truck Lanes (P003029) The project will construct eastbound climbing and westbound descending truck lanes from Gilman Springs Road to west of Jack Rabbit trail and upgrade existing shoulders to standard widths. The estimated project cost is \$138 million and the project is funded by CMAQ, State Transportation Improvement Program/Regional Improvement Program, State Highway Operation and Protection Program, and 2009 Measure A highway funds. The FY 2020/21 budget amount is \$43,565,700.	43,565,700	34,962,839	The under run of the FY 2020/21 budget at the fourth quarter is due to an under run in construction (\$4.8 million) and unused contingency (\$3.8 million).

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
QUARTERLY PROJECT STATUS
4th QUARTER
FOR TWELVE MONTHS ENDED 6/30/2021**

Project Description	FY 2020/21 through 4 th Quarter Budget	Expenditures through 4 th Quarter Actuals	Project Status
71/91 Connector Project (P003021) The project includes ROW acquisition, utility relocation, and environmental revalidation work for improvements to the 71/91 connector. The estimated project cost is \$118 million. The FY 2020/21 budget amount is \$5,055,700.	5,055,700	1,698,589	The under run of the FY 2020/21 budget at the fourth quarter is due to anticipated additional requirements from the US Army Corps of Engineers and BNSF that did not occur (\$1.7 million) and land acquisition that was planned but did not occur (\$1.6 million).
I-15/Railroad Canyon Interchange (P005104) The project is to relieve congestion by improving traffic operations through improvements of the Railroad Canyon Road interchange and correction of the merging/diverging freeway and ramp movements. The estimated project cost is \$51 million and the project is funded by TUMF Regional Arterial, SB-1 LPP-C, STIP/RIP, and city of Lake Elsinore contribution. The FY 2020/21 budget amount is \$26,952,500.	26,952,500	24,435,309	The under run of the FY 2020/21 budget at the fourth quarter is due to an under run in construction management (\$1.4 million) and unused contingency (\$0.9 million).
Riverside Layover Facility (P653822) The project includes increased capacity and maintenance service improvements to Metrolink's West Layover Facility, north of the Riverside Downtown station. The improvements include expansion of the facility to accommodate three storage tracks with an overall storage capacity of three 6-train sets. The project is funded by Federal Transit Administration Section 5307. The FY 2020/21 budget amount is \$9,723,600.	\$9,723,600	\$5,246,277	The under run of the FY 2020/21 budget at the fourth quarter is due to construction (\$0.4 million) and unused contingency in construction support services (\$4.1 million).

This list discusses the significant capital projects (i.e., total budgeted costs in excess of \$5 million) and related status. Capital project expenditures are generally affected by lags in invoices submitted by contractors and consultants, as well as issues encountered during certain phases of the projects. The capital projects budgets tend to be based on aggressive project schedules.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
QUARTERLY BUDGET TO ACTUAL
4TH QUARTER
FOR TWELVE MONTHS ENDED 6/30/2021

ATTACHMENT 2

	FY 2020/21 BUDGET	4TH QUARTER ACTUAL	REMAINING BALANCE	PERCENT UTILIZATION
Revenues				
Sales tax	\$ 323,915,700	\$ 389,559,469	\$ 65,643,769	120%
Federal reimbursements	103,535,700	60,679,819	(42,855,881)	59%
State reimbursements	149,063,600	115,701,082	(33,362,518)	78%
Local reimbursements	20,466,100	17,196,601	(3,269,499)	84%
Transportation Uniform Mitigation Fee	15,500,000	28,301,546	12,801,546	183%
Toll revenues	28,268,400	44,320,495	16,052,095	157%
Toll violations and fee revenues	3,450,200	7,449,905	3,999,705	216%
Other revenues	549,100	1,537,698	988,598	280%
Investment income	3,545,500	4,744,163	1,198,663	134%
Gain on sale of land	-	1,100,189	1,100,189	N/A
Total revenues	<u>648,294,300</u>	<u>670,590,967</u>	<u>22,296,667</u>	<u>103%</u>
Expenditures/Expenses				
Salaries and benefits	13,246,000	10,544,135	2,701,865	80%
Professional and support				
Professional services	20,786,400	8,901,833	11,884,567	43%
Support costs	15,885,400	8,799,043	7,086,357	55%
Total Professional and support costs	<u>36,671,800</u>	<u>17,700,876</u>	<u>18,970,924</u>	<u>48%</u>
Projects and operations				
Program operations	40,119,300	27,248,307	12,870,993	68%
Engineering	30,450,200	18,233,334	12,216,866	60%
Construction	206,567,700	113,726,411	92,841,289	55%
Design Build	100,395,600	61,644,342	38,751,258	61%
Right of way/land	57,482,700	19,553,868	37,928,832	34%
Operating and capital disbursements	136,775,700	49,417,071	87,358,629	36%
Special studies	1,445,000	181,729	1,263,271	13%
Local streets and roads	59,152,100	73,745,453	(14,593,353)	125%
Regional arterials	33,753,000	10,517,229	23,235,771	31%
Total projects and operations	<u>666,141,300</u>	<u>374,267,744</u>	<u>291,873,556</u>	<u>56%</u>
Debt service				
Principal	28,495,000	28,505,099	(10,099)	100%
Interest	48,143,900	71,684,980	(23,541,080)	149%
Total debt service	<u>76,638,900</u>	<u>100,190,079</u>	<u>(23,551,179)</u>	<u>131%</u>
Capital outlay	6,072,600	4,823,648	1,248,952	79%
Depreciation	-	8,083,625	(8,083,625)	N/A
Total Expenditures/Expenses	<u>798,770,600</u>	<u>515,610,107</u>	<u>283,160,493</u>	<u>65%</u>
Excess revenues over (under) expenditures/expenses	(150,476,300)	154,980,860	295,377,359	-103%
Other financing sources/(uses)				
Transfer in	179,922,600	155,096,183	(24,826,417)	86%
Transfer out	(179,922,600)	(302,475,564)	(122,552,964)	168%
TIFIA loan proceeds	47,371,900	15,660,996	(31,710,904)	33%
Total financing sources/(uses)	<u>47,371,900</u>	<u>(131,718,385)</u>	<u>179,090,285</u>	<u>-278%</u>
Net change in fund balances	(103,104,400)	23,262,475	474,467,644	-23%
Fund balance July 1, 2020	821,472,700	534,094,125	(287,378,575)	65%
Fund balance June 30, 2021	<u>\$ 718,368,300</u>	<u>\$ 557,356,600</u>	<u>\$ 187,089,069</u>	<u>78%</u>

	SPECIAL REVENUE FUNDS													
	GENERAL FUND	FSP/ SAFE	MEASURE A SALES TAX			TRANSPORTATION DEVELOPMENT ACT				TRANSPORTATION UNIFORM MITIGATION FEE (TUMF)	COACHELLA VALLEY RAIL	OTHER AGENCY PROJECTS	REGIONAL CONSERVATION	SB132
			WESTERN COUNTY	COACHELLA VALLEY	PALO VERDE VALLEY	LOCAL TRANSPORTATION FUND	STATE TRANSIT ASSISTANCE	STATE OF GOOD REPAIR						
Revenues														
Sales tax	\$ -	\$ -	\$ 189,843,732	\$ 52,036,378	\$ 1,063,730	\$ 123,038,694	\$ 19,494,903	\$ 4,082,032	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal reimbursements	13,032,598	-	44,739,211	-	-	-	-	-	-	89,691	-	-	-	-
State reimbursements	288,835	5,188,771	26,496,493	-	-	-	-	-	11,533,366	-	-	-	-	72,193,617
Local reimbursements	410,907	229,979	13,680,373	-	-	-	-	-	755,000	-	404,024	1,716,318	-	-
Transportation Uniform Mitigation Fee	-	-	-	-	-	-	-	-	28,301,546	-	-	-	-	-
Toll revenues	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Toll violations and fee revenues	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other revenues	1,001	-	550,232	-	-	-	-	-	18,000	-	-	-	-	-
Investment income	95,142	34,560	1,031,149	258,075	-	372,577	467,425	35,794	432,904	11,407	1,612	129	51,064	-
Gain on sale of land	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total revenues	13,828,483	5,453,310	276,341,190	52,294,453	1,063,730	123,411,271	19,962,328	4,117,826	41,040,816	101,098	405,636	1,716,447	72,244,681	-
Expenditures/Expenses														
Salaries and benefits	4,861,857	134,780	3,167,916	-	-	-	-	-	242,318	22,256	34,704	1,176,217	87,709	-
Professional and support														
Professional services	2,965,682	282,054	2,831,419	8,915	-	-	17,830	-	77,438	963,885	9,020	48,605	41,347	-
Support costs	1,594,582	114,026	3,506,709	-	-	-	-	-	150,134	685	-	8,108	1,262	-
Total Professional and support costs	4,560,264	396,080	6,338,128	8,915	-	-	17,830	-	227,572	964,570	9,020	56,713	42,609	-
Projects and operations														
Program operations	-	3,763,400	10,630,656	-	-	-	-	-	617,349	-	159,727	4,123	465,301	-
Engineering	-	-	9,964,511	-	-	-	-	-	690,020	3,667	199,700	-	7,375,436	-
Construction	34,594	-	80,148,431	-	-	-	-	-	24,763,007	-	-	-	7,387,411	-
Design Build	-	-	18,525,720	-	-	-	-	-	-	-	-	-	42,722,674	-
Right of way/land	-	-	970,548	-	-	-	-	-	4,345,657	-	-	120,245	14,117,418	-
Operating and capital disbursements	11,052,098	-	2,167,163	5,955,883	-	19,990,875	9,296,201	954,851	-	-	-	-	-	-
Special studies	181,647	-	82	-	-	-	-	-	-	-	-	-	-	-
Local streets and roads	-	-	54,653,378	18,060,034	1,032,041	-	-	-	-	-	-	-	-	-
Regional arterials	-	-	-	10,517,229	-	-	-	-	-	-	-	-	-	-
Total projects and operations	11,268,339	3,763,400	177,060,489	34,533,146	1,032,041	19,990,875	9,296,201	954,851	30,416,033	3,667	359,427	124,368	72,068,240	-
Debt service														
Principal	10,099	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	5,663	-	-	-	-	-	-	-	-	-	-	-	-	-
Total debt service	15,762	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital outlay														
Depreciation	102,814	-	4,720,834	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures/Expenses	20,809,036	4,294,260	191,287,367	34,542,061	1,032,041	19,990,875	9,314,031	954,851	30,885,923	990,493	403,151	1,357,298	72,198,558	-
Excess revenues over (under) expenditures/expenses	(6,980,553)	1,159,050	85,053,823	17,752,392	31,689	103,420,396	10,648,297	3,162,975	10,154,893	(889,395)	2,485	359,149	46,123	-
Other financing sources/(uses)														
Transfer in	18,222,166	1,965,900	60,479,168	-	-	-	-	-	84,885	672,000	-	-	2,000,000	-
Transfer out	(577,700)	(2,155,500)	(103,589,581)	(430,700)	(32,100)	(12,864,166)	(814,400)	(858,803)	(4,361,899)	(38,200)	-	(364,200)	-	-
TIFIA loan proceeds	-	-	15,660,996	-	-	-	-	-	-	-	-	-	-	-
Total financing sources/(uses)	17,644,466	(189,600)	(27,449,417)	(430,700)	(32,100)	(12,864,166)	(814,400)	(858,803)	(4,277,014)	633,800	-	(364,200)	2,000,000	-
Net change in fund balances	10,663,913	969,450	57,604,406	17,321,692	(411)	90,556,230	9,833,897	2,304,172	5,877,879	(255,595)	2,485	(5,051)	2,046,123	-
Fund balance July 1, 2020	25,862,291	10,908,798	263,779,809	63,573,136	411	97,108,303	119,712,384	9,087,946	117,537,108	2,902,126	20,861	-	28,746	-
Fund balance June 30, 2021	\$ 36,526,204	\$ 11,878,248	\$ 321,384,215	\$ 80,894,828	\$ -	\$ 187,664,533	\$ 129,546,281	\$ 11,392,118	\$ 123,414,987	\$ 2,646,531	\$ 23,346	\$ (5,051)	\$ 2,074,869	-

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
QUARTERLY BUDGET TO ACTUAL BY FUND
4TH QUARTER
FOR TWELVE MONTHS ENDED 6/30/2021**

	ENTERPRISE FUND		CAPITAL PROJECTS FUNDS			
	15 EXPRESS LANES	91 EXPRESS LANES	COMMERCIAL PAPER	SALES TAX BONDS	DEBT SERVICE	COMBINED TOTAL
Revenues						
Sales tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 389,559,469
Federal reimbursements	-	-	-	-	2,818,319	60,679,819
State reimbursements	-	-	-	-	-	115,701,082
Local reimbursements	-	-	-	-	-	17,196,601
Transportation Uniform Mitigation Fee	-	-	-	-	-	28,301,546
Toll revenues	4,884,922	39,435,573	-	-	-	44,320,495
Toll violations and fee revenues	634,882	6,815,023	-	-	-	7,449,905
Other revenues	24,344	944,121	-	-	-	1,537,698
Investment income	229	528,195	1,074,526	329,176	20,199	4,744,163
Gain on sale of land	-	1,100,189	-	-	-	1,100,189
Total revenues	5,544,377	48,823,101	1,074,526	329,176	2,838,518	670,590,967
Expenditures/Expenses						
Salaries and benefits	77,079	739,299	-	-	-	10,544,135
Professional and support	-	-	-	-	-	-
Professional services	70,071	1,585,567	-	-	-	8,901,833
Support costs	323,293	3,099,544	-	-	-	8,799,043
Total Professional and support costs	394,064	4,685,111	-	-	-	17,700,876
Projects and operations						
Program operations	1,727,417	9,880,334	-	-	-	27,248,307
Engineering	-	-	-	-	-	18,233,334
Construction	-	1,392,968	-	-	-	113,726,411
Design Build	-	395,948	-	-	-	61,644,342
Right of way/land	-	-	-	-	-	19,553,868
Operating and capital disbursements	-	-	-	-	-	49,417,071
Special studies	-	-	-	-	-	181,729
Local streets and roads	-	-	-	-	-	73,745,453
Regional arterials	-	-	-	-	-	10,517,229
Total projects and operations	1,727,417	11,669,250	-	-	-	374,267,744
Debt service						
Principal	-	-	-	-	28,495,000	28,505,099
Interest	689,945	29,739,388	-	225,946	41,024,038	71,684,980
Total debt service	689,945	29,739,388	-	225,946	69,519,038	100,190,079
Capital outlay						
Depreciation	-	8,083,625	-	-	-	4,823,648
Total Expenditures/Expenses	2,888,505	54,916,673	-	225,946	69,519,038	515,610,107
Excess revenues over (under) expenditures/expenses	2,655,872	(6,093,572)	1,074,526	103,230	(66,680,520)	154,980,860
Other financing sources/(uses)						
Transfer in	1,709,005	-	-	437,750	69,525,309	155,096,183
Transfer out	(153,850,182)	(2,411,874)	(2,626,794)	(16,087,212)	(1,412,253)	(302,475,564)
TIFIA loan proceeds	-	-	-	-	-	15,660,996
Total financing sources/(uses)	(152,141,177)	(2,411,874)	(2,626,794)	(15,649,462)	68,113,056	(131,718,385)
Net change in fund balances	(149,485,305)	(8,505,446)	(1,552,268)	(15,546,232)	1,432,536	23,262,475
Fund balance July 1, 2020	-	(276,232,056)	18,123,165	70,028,781	11,652,316	534,094,125
Fund balance June 30, 2021	\$ (149,485,305)	\$ (284,737,502)	\$ 16,570,897	\$ 54,482,549	\$ 13,084,852	\$ 557,356,600

AGENDA ITEM 6D

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	October 13, 2021
TO:	Riverside County Transportation Commission
FROM:	Western Riverside County Programs and Projects Committee David Lewis, Capital Projects Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Agreements for On-Call Design Engineering and Environmental Services for Commuter Rail and Station Capital Improvement Projects

**WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF
RECOMMENDATION:**

This item is for the Commission to:

- 1) Award the following agreements to provide on-call design engineering and environmental services for the construction of commuter rail and station capital improvement projects for a three-year term, and one, two-year option to extend the agreements, in an amount not to exceed an aggregate value of \$10 million;
 - a) Agreement No. 21-33-127-00 to HDR Engineering, Inc.;
 - b) Agreement No. 21-33-128-00 to Moffatt and Nichol;
 - c) Agreement No. 21-33-129-00 to RailPros, Inc.; and
 - d) Agreement No. 21-33-064-00 to STV Incorporated;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements, including option years, on behalf of the Commission; and
- 3) Authorize the Executive Director, or designee, to execute task orders awarded to the consultants under the terms of the agreements.

BACKGROUND INFORMATION:

The Commission has a need for the provision of comprehensive on-call professional services for design engineering and environmental services for commuter rail and station capital improvement projects. For large or unusual projects the Commission procures design engineering and environmental services as the need for services arises. An on-call design engineering and environmental services contract provides a more streamlined process since formal solicitation, selection, and negotiation of basic rates and contracting are completed as part of the on-call procurement process.

The intention of this procurement is to provide the Commission with comprehensive on-call professional design engineering and environmental services for a variety of Commission

commuter rail and station capital improvement projects such as the Perris Valley Line - South Perris station improvement project and future station upgrades projects. Design engineering and environmental services will be primarily funded with various Federal Transit Administration (FTA) grants in addition to other local, state, and federal sources.

Procurement Process

Pursuant to Government Code 4525 et seq, selection of architect, engineer, and related services shall be on the basis of demonstrated competence and on professional qualifications necessary for the satisfactory performance of the services required. Therefore, staff used the qualification method of selection for the procurement. Evaluation criteria included elements such as qualifications of firm, staffing and project organization, project understanding and approach, and the ability to respond to the requirements set forth under the terms of a request for qualifications (RFQ).

RFQ No. 21-33-064-00 for on-call design engineering and environmental services for the construction of commuter rail and station capital improvement projects was released by staff on May 6, 2021. The RFQ was posted on the Commission's Planet Bids website, which is accessible through the Commission's website. Through Planet Bids, 118 firms downloaded the RFQ; 12 of these firms are located in Riverside County. A pre-submittal meeting was held on May 19, 2021 and attended by 24 firms. Staff responded to all questions submitted by potential proposers prior to the May 27, 2021, clarification deadline. Eight firms – Dewberry Engineers Inc. (Long Beach); EXP U.S. Services, Inc. (San Bernardino); HDR Engineering, Inc. (Riverside); HNTB Corporation (Ontario); Moffatt and Nichol (Ontario); Mott MacDonald (Los Angeles); RailPros, Inc. (Riverside); and STV Incorporated (Rancho Cucamonga) – submitted responsive and responsible statements of qualifications prior to the 2:00 p.m. submittal deadline on June 17, 2021. Based on the evaluation criteria set forth in the RFQ, the firms were evaluated and scored by an evaluation committee comprised of Commission, Bechtel and Metrolink staff.

Based on the evaluation committee's assessment of the written proposals and pursuant to the terms of the RFP, the evaluation committee shortlisted and invited six firms to the interview phase of the evaluation and selection process. Interviews of the shortlisted firms - HDR Engineering, Inc., HNTB Corporation, Moffatt and Nichol, Mott MacDonald, RailPros, Inc., and STV Incorporated – were conducted on July 13, 2021.

As a result of the evaluation committee's assessment of the interviews as well as the written statements of qualifications, the evaluation committee determined four firms – HDR Engineering, Inc., Moffatt and Nichol, RailPros, Inc., and STV Incorporated – to be the most qualified firms to provide on-call design engineering and environmental services for the construction of commuter rail and station capital improvement projects. The evaluation committee recommends contract awards to these four firms for a three-year term, and one, two-year option to extend the agreements, in the aggregate amount of \$10 million, as these firms earned the highest total evaluation scores.

The multiple award, on-call, indefinite delivery/indefinite quantity task order type contracts do not guarantee work to any of the awardees; therefore, no funds are guaranteed to any consultant. Pre-qualified consultants will be selected for specific tasks based on qualification information contained in their proposals and/or competitive fee proposals for the specific tasks. Services will be provided through the Commission's issuance of contract task orders to the consultants on an as-needed basis.

The Commission's model on-call professional services agreement will be entered into with each consultant firm, subject to any changes approved by the Executive Director, pursuant to legal counsel review. Staff oversight of the contracts and task orders will maximize the effectiveness of the consultants and minimize costs to the Commission.

FISCAL IMPACT:

Staff does not anticipate any expenditures under these agreements in FY 2021/22, and no amounts for projects were included in the FY 2021/22 budget.

Financial Information					
In Fiscal Year Budget:	N/A N/A	Year:	FY 2021/22 FY 2022/23+	Amount:	\$0 \$10,000,000
Source of Funds:	Federal Transit Administration, 2009 Measure A Western County Rail, and/or other local, state, and federal funds			Budget Adjustment:	N/A N/A
GL/Project Accounting No.:	654199 81115 265 33 81101 654199 81101 265 33 81101				
Fiscal Procedures Approved:	<i>Theresa Trevino</i>			Date:	09/18/2021

Attachments:

- 1) Draft On-Call Professional Services Agreement 21-33-127-00 with HDR Engineering, Inc.
- 2) Draft On-Call Professional Services Agreement 21-33-128-00 with Moffatt and Nichol
- 3) Draft On-Call Professional Services Agreement 21-33-129-00 with RailPros Inc.
- 4) Draft On-Call Professional Services Agreement 21-33-064-00 with STV Incorporated

<i>Approved by the Western Riverside County Programs and Projects Committee on September 27, 2021</i>					
In Favor:	10	Abstain:	0	No:	0

Agreement No. 21-33-127-00

**PROFESSIONAL SERVICES AGREEMENT
WITH FTA AND PROPOSITION 1B FUNDING ASSISTANCE

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
HDR ENGINEERING INC.
FOR ON-CALL
DESIGN ENGINEERING AND ENVIRONMENTAL SERVICES
FOR THE
CONSTRUCTION OF COMMUTER RAIL STATION CAPITAL IMPROVEMENT
PROJECTS**

Parties and Date.

This Agreement is made and entered into this ____ day of _____, 2021, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and **HDR Engineering, Inc.** ("Consultant"), a **Corporation**. The Commission and Consultant are sometimes referred to herein individually as "Party", and collectively as the "Parties".

Recitals.

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

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

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

D. A source of funding for payment for on-call professional consulting services provided under this Agreement may be Proposition 1B funds ("Prop 1B") funds administered by the California Department of Transportation ("Caltrans"), and/or funds from the Federal Transit Administration ("FTA"). This Agreement shall not be deemed to be approved by the Commission until the certification shown in Exhibit "E" attached hereto and incorporated herein by reference, is executed.

E. Consultant desires to perform and assume responsibility for the provision of certain on-call design engineering and environmental services for the construction of

commuter rail station capital improvement projects in the County of Riverside, California. Services shall be provided on the terms and conditions set forth in this Agreement and in the task order(s) to be solicited, awarded and authorized by Commission as further described in this Agreement ("Task Order"). Consultant represents that it is experienced in providing such services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

G. Commission desires to engage Consultant to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein and in each Task Order (each such project shall be designated a "Project" under this Agreement).

Terms.

1. General Scope of Services. Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply the on-call design engineering and environmental services for the Projects ("Services"). The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference. The 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 fully executed Task Order. 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.

2. Task Orders; Commencement of Services; Schedule of Services. Services under this Agreement shall be requested by the Commission pursuant to Task Order requests. If Commission accepts Consultant's Task Order proposal, Commission shall issue a purchase order or executed task order for the Services ("Commission's Task Order Authorization"). Consultant's agreement to the final terms of a proposed Task Order, Commission's Task Order Authorization and Consultant's commencement of the Services shall indicate the Parties' agreement to the terms of the relevant Task Order.

Consultant shall commence Services under a Task Order within five (5) days of receiving Commission's Task Order Authorization.

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

3. Pre-Award Audit. As a result of the funding for this Project, and to the extent Caltrans procedures apply in connection therewith, issuance of a "Notice to Proceed" or

other authorization to proceed under a Task Order may be contingent upon completion and approval of a pre-award audit. Any questions raised during the pre-award audit shall be resolved before the Commission will consider approval of this Agreement. The funding provided under this Agreement is contingent on meeting all funding requirements and could be withdrawn, thereby entitling the Commission to terminate this Agreement, if the procedures are not completed. The Consultant's files shall be maintained in a manner to facilitate State process reviews. In addition, Caltrans may require that prior to performance of any work for which funding reimbursement through Caltrans is requested and provided, that Caltrans must give to Commission an "Authorization to Proceed".

4. Audit Procedures.

4.1 Consultant and certain subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an Independent Cost Review (ICR) Audit, or a CPA ICR audit work paper review. If selected for audit or review, this Agreement, Consultant's cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. This Agreement, Consultant's cost proposal, and ICR shall be adjusted by Consultant and approved by the Commission's contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into this Agreement by this reference if directed by Commission at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of the Agreement terms and cause for termination of this Agreement and disallowance of prior reimbursed costs. Additional audit provisions applicable to this Agreement are set forth in Sections 22 and 23 of this Agreement.

Section 4.2 and 4.3 shall apply to the extent applicable to the Task Order and funding source.

4.2 During any Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, Commission will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines is received and approved by Caltrans.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
- c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

4.3 If Caltrans is unable to issue a cognizant letter per Section 4.2 above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the Caltrans' management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

If the Consultant fails to comply with the provisions of this Section 4, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in Section 4.2 above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

Consultant may submit to Commission final invoice only when all of the following items have occurred: (1) Caltrans accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of Commission; and, (3) Caltrans has issued its final ICR review letter. The Consultant must submit its final invoice to Commission no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all Task Orders issued under this Agreement, and all other agreements executed between the Commission and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

5. Term.

5.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and Consultant shall commence work after notification to proceed by Commission's Contract Administrator. This Agreement shall end on September 30, 2024, unless extended by contract amendment. The Commission may extend the term of this Agreement, in its sole discretion, for one additional two (2) year period.

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

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

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

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

8. Substitution of Key Personnel. Consultant has represented to the Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by the Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are: **Gerard Reminiskey, Rob Klovsky, Scott Gaastra, Thomas Jacques, Esmeralda Aranda, Chuck Christoplis, Darren Pynn, Moshik Mah, Wellington Chu, Jake Hyles, Brett Brandle, Kelly Czechowski, Dan Weatherby, Jason Stack, Jason Seccombe, and Melissa Holguin**, or as otherwise identified in the Task Order.

9. Standard of Care; Licenses. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have

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

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

11. Project Progress.

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

11.2 Trend Meetings. Consultant shall conduct trend meetings with the Commission's Contract Administrator and other interested parties, as requested by the Commission, on a bi-weekly basis or as may be mutually scheduled by the Parties at a standard day and time. These trend meetings will encompass focused and informal discussions concerning scope, schedule, and current progress of Services, relevant cost issues, and future Project objectives. Consultant shall be responsible for the preparation

and distribution of meeting agendas to be received by the Commission and other attendees no later than three (3) working days prior to the meeting.

11.3 Progress Reports. As part of its monthly invoice, Consultant shall submit a progress report, in a form determined by the Commission, which will indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by Consultant shall be a condition precedent to receipt of payment from the Commission for each monthly invoice submitted.

12. Delay in Performance.

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

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

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

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

14. Appearance at Hearings. If and when required by the Commission, Consultant shall render assistance at public hearings or other meetings related to the Project or necessary to the performance of the Services. However, Consultant shall not

be required to, and will not, render any decision, interpretation or recommendation regarding questions of a legal nature or which may be construed as constituting a legal opinion.

15. Opportunity to Cure; Inspection of Work. Commission may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the Commission, and the cost thereof charged to Consultant. Consultant shall allow the Commission's Contract Administrator and Caltrans to inspect or review Consultant's work in progress at any reasonable time.

16. Claims Filed by Contractor.

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

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

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

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

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

copyrights are permitted under this Agreement, then in connection with Federal funding, it is hereby acknowledged and agreed that the United States Department of Transportation shall have the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

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

19. Fees and Payment.

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

19.2 In addition to the allowable incurred costs, Commission shall pay Consultant a fixed fee to be set forth in each Task Order ("Fixed Fee"). The Fixed Fee is nonadjustable for each Task Order, except in the event of a significant change in the Scope of Services, and such adjustment is made by written amendment.

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

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

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

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

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

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

19.8 The total amount payable by Commission, including the Fixed Fee, shall not exceed the amount set forth in each Task Order.

19.9 Commission has or will enter into four (4) task order contracts for performance of the Scope of Services identified in Exhibit "A", including this Agreement ("Design & Environmental Services Task Order Contracts"). The other Design & Environmental Services Task Order Contracts are Moffatt and Nichol; STV Incorporated and RailPros, Inc. The total amount payable by Commission for the Design & Environmental Services Task Order Contracts shall not exceed a cumulative maximum total value of **Ten Million Dollars (\$10,000,000)** ("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 Design & Environmental Services Task Order Contracts through Task Orders. Each time a Task Order is awarded under any of the Design & Environmental Services Task Order Contracts, Commission must send written notification to Consultant and each of the other consultants entering into the Design & Environmental Services Task Order Contracts. The notice must identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Commission must not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task Order that exceeds the NTE Sum.

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

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

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

20. Disputes.

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

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

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

21. Termination.

21.1 Commission reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant, for any or no reason, with the reasons for termination stated in the notice. Commission may terminate Services under a Task Order, at any time, for any or no reason, with the effective date of termination to be specified in the notice of termination of Task Order.

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

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

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

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

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

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

21.8 Consultant may not terminate this Agreement except for cause.

22. Cost Principles and Administrative Requirements.

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

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

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

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

23. Retention of Records/Audit. For the purpose of determining compliance with, as applicable, 2 CFR Part 200, Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and Commission shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during 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 or Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to this Agreement and, if applicable, indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

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

completion, and provide support for reimbursement payment vouchers or invoices.

24. Audit Review Procedures.

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

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

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

25. Subcontracting.

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

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

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

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

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

25.6 Exhibit "B" may set forth the rates at which each subconsultant shall bill the Consultant for Services and that are subject to reimbursement by the Commission to Consultant. Additional Direct Costs, as defined in Exhibit "B" shall be the same for both the Consultant and all subconsultants, unless otherwise identified in Exhibit "B" or

in a Task Order. The subconsultant rate schedules and cost proposals contained herein are for accounting purposes only.

26. Equipment Purchase

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

26.2 For purchase of any item, service or consulting work not covered in 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.

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

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

27. Labor Code Requirements.

27.1 Prevailing Wages.

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

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

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

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

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

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

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

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

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

28. Ownership of Materials/Confidentiality.

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

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

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

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

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

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

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

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

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

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

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

29. Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold Commission, Caltrans and their directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, inverse condemnation, and any claims related to property acquisition and relocation rules or failure to detect or abate hazardous materials, which are brought by a third party, and which , in any manner arise out of or are incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, Caltrans, and their directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission, Caltrans or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, Caltrans and their directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, Caltrans or their directors, officials officers, employees, consultants, agents, or volunteers. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

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

30. Insurance.

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

30.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to

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

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

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

30.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. For Consultant, such insurance shall be in an amount not less than \$1,000,000 per claim. This insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include the types of work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. Subconsultants of Consultant shall obtain such insurance in an amount not less than \$2,000,000 per claim. Notwithstanding the foregoing, the Commission may consider written requests to lower or dispense with the errors and omissions liability insurance requirement contained in this Section for certain subconsultants of Consultant, on a case-by-case basis, depending on the nature and scope of the Services to be provided by the subconsultant. Approval of such request shall be in writing, signed by the Commission's Contract Administrator.

30.4 Aircraft Liability Insurance. Prior to conducting any Services requiring use of aircraft, Consultant shall procure and maintain, or cause to be procured and maintained, aircraft liability insurance or equivalent form, with a single limit as shall be required by the Commission. Such insurance shall include coverage for owned, hired

and non-owned aircraft and passengers, and shall name, or be endorsed to name, the Commission, Caltrans and their directors, officials, officers, employees and agents as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant.

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

(a) General Liability.

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

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

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

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

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

(c) Workers' Compensation and Employers Liability Coverage.

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

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

(d) All Coverages.

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

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

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

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

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage

continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

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

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

(viii) None of the Commission's directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

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

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

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

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

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

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

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

32. Additional Work. Any work or activities that are in addition to, or otherwise outside of, the Services to be performed pursuant to this Agreement shall only be performed pursuant to a separate agreement between the parties. Notwithstanding the foregoing, the Commission's Executive Director may make a change to the Agreement, other than a Cardinal Change. For purposes of this Agreement, a Cardinal Change is a change which is "outside the scope" of the Agreement; in other words, work which should not be regarded as having been fairly and reasonably within the contemplation of the

parties when the Agreement was entered into. An example of a change which is not a Cardinal Change would be where, in a contract to construct a building there are many changes in the materials used, but the size and layout of the building remains the same. Cardinal Changes are not within the authority of this provision to order, and shall be processed by the Commission as "sole source" procurements according to applicable law, including the requirements of FTA Circular 4220.1D, paragraph 9(f).

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

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

33. Prohibited Interests.

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

33.2 Consultant Conflict of Interest.

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

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

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

(d) Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this Agreement.

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

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

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

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

33.7 Covenant Against Expenditure of Commission, State or Federal Funds for Lobbying. The Consultant certifies that to the best of his/ her knowledge and belief no state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of the Consultant to any person for the purpose of influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress,

in connection with the award of any state or federal contract, grant, loan, or cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(a) If any funds other than federal appropriated funds have been paid, or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this Agreement, the Consultant shall complete and submit the attached Exhibit "F", Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the attached instructions.

(b) The Consultant's certification provided in this Section is a material representation of fact upon which reliance was placed when this Agreement was entered into, and is a prerequisite for entering into this Agreement pursuant to Section 1352, Title 31, US. Code. Failure to comply with the restrictions on expenditures, or the disclosure and certification requirements set forth in Section 1352, Title 31, US. Code may result in a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(c) The Consultant also agrees by signing this Agreement that he/she shall require that the language set forth in this Section 3.23.5 be included in all Consultant subcontracts which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

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

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

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

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

37. Disputes; Attorneys' Fees.

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

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

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

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

40. 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:

HDR Engineering, Inc.

2280 Market Street, Suite 100

Riverside, CA 92501

Attn: Gerard Reminiskey

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.

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

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

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

44. 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.

45. Provisions Applicable When State Funds or Federal Funds Are Involved. When funding for the Services under a Task Order is provided, in whole or in part, from Caltrans, Consultant shall also fully and adequately comply with the provisions included in Exhibit "C" (California Department of Transportation requirements) attached hereto and incorporated herein by reference. When funding for the Services under a Task Order is provided, in whole or in part, from the FTA, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (FTA Requirements) attached hereto and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

[Signatures on following page]

DRAFT

**SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT
WITH FTA AND PROPOSITION 1B FUNDING/ASSISTANCE**

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

RIVERSIDE COUNTY TRANSPORTATION COMMISSION By: _____ [INSERT NAME] Chair <i>Approved as to Form:</i> By: _____ Best, Best & Krieger LLP General Counsel	CONSULTANT HDR ENGINEERING, INC. By: _____ Signature _____ Name _____ Title ATTEST: By: _____ Its: _____
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* A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT "A"

SCOPE OF WORK

The Commission intends to contract with an on-call "bench" of qualified consultants to provide Design Engineering and Environmental services for Commuter Rail Station Capital Improvement Projects on an on-call basis pursuant to task orders to be issued in accordance with the terms of this RFQ and the Commission's model agreement. The selected consultants will supplement the work of the Commission Staff in accordance with the specifications described herein.

Projects for which design engineering and environmental services may be required include transit and commuter rail station facility amenities and improvements, station platform improvements, passenger shelters, pedestrian connections, pedestrian bridge structures, pedestrian at-grade railroad crossings, parking structures, parking lot improvements/rehabilitation/expansions, fencing for access control, bicycle paths and bicycle storage solutions and landscaping. Services may be required for station related track addition/rehabilitation/replacement, railroad signal systems, railroad grade crossings, Quiet Zones, layover facilities, station security and safety elements. The foregoing generally described projects may include upgrade to technology with improved ticket vending machines, customer information kiosks, communicator upgrades, signage and potentially wireless connectivity.

As design engineering and environmental services needs arise, the Commission will develop a brief scope of work and will issue a request for task order proposals to the bench of contracted firms selected pursuant to this RFQ. Award of task orders will be made to the firm: (i) determined most qualified based on a review of the task order proposals in accordance with the review criteria to be set forth in the request for task order, and (ii) proposing a reasonable price, as determined by the Commission. If the Commission and the first ranked firm are unable to negotiate a reasonable price for the task order work, negotiations shall commence with the next highest ranked firm, and shall continue until a task order is awarded. For non-State or non-federally funded task orders, the Commission may include price as a consideration in task order proposal evaluation and award, and/or may issue task orders in accordance with procedures determined to be in the Commission's best interest.

Approval and authorization to proceed for the designated scope of work will be documented in an Agreement Task Order (ATO). The consultant will be required to commence work within five days or sooner after receiving a fully executed ATO.

Payment for each ATO will be in accordance with the Cost Proposal conditions in the selected consultant's parent agreement.

These services will be funded using a variety of federal, state, and local funds. The consultant shall meet all the requirements associated with the specific fund type associated with each ATO and the funding will be identified at the time the scope of work is released.

Work Activities:

All work will be performed to meet the latest Local, State and Federal standards as they are applicable to the element of work being performed. The activities listed in this scope of work are intended to be delivered to support the 30%, 60%, 95% and 100% reviews that are typically used to review Plans Specifications & Estimate (PS&E) packages led by Local Agencies. Prevailing wage shall be paid for all work activities subject to California Labor Code Sections 1720 et seq. and 1770 et. Seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws").

Consultant's SOQ should discuss how will address the following primary activities:

PART 1- Environmental – environmental documentation to comply with the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA) and all applicable state and federal requirements, supporting technical reports and studies, surveys, mitigation, conceptual analysis, design permits and construction support.

Final Environmental Document and Preliminary Engineering Services

1. Project Management
2. Risk Management
3. Prepare, or subcontract for the preparation of all required Technical Studies, Reports, data collection and documentation to support the CEQA/NEPA reports, including but not necessarily limited to: Air Quality, Biology, Cultural Resources, including Section 106 compliance, Native American consultation (including AB 52 compliance when RCTC is the CEQA Lead Agency), Archaeology, Hazardous Waste, Noise and Vibration, Paleontology, Section 4(f) Evaluations, Water Quality and Geotechnical materials
4. Survey and Mapping activities for the project area to support preliminary engineering activities and environmental studies and preliminary plans
5. Processing all forms, maps and documents required for required permits.
6. Prepare, or subcontract for the preparation of all required technical studies and reports to support preparation of final PS&E, including but not necessarily limited to: stormwater management plan, water quality, geotechnical, structural section recommendation, structure design
7. Other miscellaneous studies that the Offeror recommends performing in order to expedite project delivery
8. Coordination Meetings with the Commission, State, Federal, County of Riverside and local agencies
9. Coordination, reviews and approvals with Federal Transit Administration (FTA), Federal Railroad Administration (FRA), California Public Utilities Commission (CPUC) affected local agencies/jurisdictions, Burlington Northern Santa Fe (BNSF)

Railroad, Union Pacific Railroad (UPRR), Southern California Regional Rail Authority (SCRRA), U.S. Army Corps of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), Western Riverside Regional Conservation Authority (RCA), Santa Ana Regional Water Quality Control Board (RWQCB), and others as required

10. Public Outreach and Marketing- Public meetings, publications, media placements. Graphics – PowerPoint, exhibits, simulations and ad development

Part 2-Plans Specification and Estimate Services

Prepare, or subcontract for the preparation of all required technical studies and reports to support preparation of final plans, specifications, & estimates, including but not necessarily limited to:

11. Hydraulic Engineering
12. Structural Engineering
13. Geotechnical Engineering
14. Utility Identification, Potholing and Coordination
15. Surveying – Topography, boundary, record maps, right of way for Preliminary Engineering and final PS&E
16. Right of way – right of way engineering, legals and plats
17. Storm Water Pollution Prevention Plan (SWPPP) Preparation and Notice of Intent preparation and submittal
18. Environmental Coordination, as required
19. Railroad coordination and development and finalization of a design, construction, Memorandum of Understanding and/or Construction and Maintenance agreement, if required.
20. Coordination, reviews and approvals with USACE, USFWS, CDFW, RCA, RWQCB, FTA, FRA, CPUC affected local agencies/jurisdictions, BNSF, UPRR, SCRRA, and others, as required.
21. Provide and setup document control system
22. Prepare and process all forms, maps and documents needed for required permits
23. Preparation of hard copy and electronic/CAD drawings (reproducible drawings)
24. Provide copies of reports, drawings and specifications to the Commission at each stage of submittal
25. Provide Value Engineering, Risk Management Plan and Constructability review prior to final design.
26. Development of Plans, Specifications, and Cost Estimate.

27. Provide bid support services including: review bid questions and draft responses' draft addenda to bid documents
28. Provide Construction Support Services (for example but not limited to: Review, respond to Request for Information, Request for Quote; Submittal and Shop Drawing Review and Approval, Coordination with Commission for any Shop Drawing Approvals, provided revised drawings and/or specifications resulting from Contract Change Orders, Claims review and response)
29. Participate in final walk through and provide comments/recommendations to final punch list.
30. Update electronic/CAD plans to include As-Built revisions and digitally sign

A. General Requirements

The consultant is expected to prepare all reports, studies and plans to meet Local, State and Federal requirements. Commission staff will provide overall project coordination, and will handle administrative matters. Commission staff will provide oversight, guidance and interpretation on matters relating to policies and regulations.

B. Meetings/Public Involvement

The consultant will be required to meet with the Commission staff, Bechtel and other agencies that may include State, Federal, Riverside County, SCRRA, BNSF, UPRR, cities of Corona, Jurupa Valley, Perris, March Joint Powers Authority (MJPA) and Riverside, USACE, USFWS, CDFW, WQCB, RCA FTA, other public agencies, and private entities located within the Project boundaries on a regular basis. Project Development Team (PDT) meetings will be held monthly with the project stakeholders.

C. Final Products/deliverables

Specific final products/deliverables related to the project are listed below:

- Final Environmental Document and Notice of Completion and/or Record of Decision, as appropriate
- Final Environmental permits
- Approved Technical Reports
- Survey Data
- Agenda, public notices and presentation material to support public hearings and responses to comments received during the environmental document public availability period
- Value Engineering Studies, Risk Management Plan and Constructability Analysis

- Final Plans, Specification, and Cost Estimates (electronic versions plus 1 Full Size (D-Size) and 1 half size copy of final drawings, also provide electronic versions plus hard copies of all reports, Specifications and Estimate).
- Final Water Quality Management Plan
- Final Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI)
- Materials Report, Log of Test Borings, and Materials Information Write-Up for Bidders
- Project Cross Sections, for Earthwork, for Bidders
- Final Bridge Structural Report
- Final Drainage and Hydraulic Reports
- Final Right of Way Drawings, Legals and Plats
- Final Utility Drawings and Notice to Relocate
- Final electronic/CAD As-Builts for the Project

Other products to match your work activities as described in Section B above.

EXHIBIT “B” – COMPENSATION AND PAYMENT

DRAFT

EXHIBIT "B"

COMPENSATION SUMMARY¹

FIRM	PROJECT TASKS/ROLE	COST
Prime Consultant:		
HDR Engineering, Inc.	On-Call Design Engineering	\$ 6,600,000.00
Sub Consultants:		
AMMA Transit Planning	Transit Planning	100,000.00
Arellano Associates	Outreach	100,000.00
Calvada Surveying, Inc.	Surveying/Mapping	250,000.00
ICF Jones & Stokes, Inc.	Air Quality, GHG, Noise and Vibration	500,000.00
PAC Engineering	Video Security Systems	200,000.00
PaleoWest, LLC	Paleontological and Historic Resource Management	200,000.00
Project Design Consultants	Surveying/Mapping	250,000.00
Pacific Railway Enterprises, Inc.	Signal and Communications Design	500,000.00
Psomas	Station Planning	200,000.00
STC Traffic	Traffic Engineering	500,000.00
Suenram & Associates, Inc.	Utility Identification and Relocation Design	200,000.00
TR Design Group	Architect	100,000.00
Zephyr UAS	Railroad Engineering, Surveying/Mapping	300,000.00
TOTAL COSTS		\$ 10,000,000.00

¹ Commission authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.

EXHIBIT "C"

CALTRANS REQUIREMENTS/ PROP 1 B PROVISIONS

1. STATEMENT OF COMPLIANCE.

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

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

2. DEBARMENT AND SUSPENSION CERTIFICATION

A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to Commission.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

3. PROMPT PAYMENT

Consultant agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 10 days from the receipt of each payment the Consultant receives from the Commission. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Commission.

4. RELEASE OF RETAINAGE

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

5. LEGAL REMEDIES

In addition to those contract remedies set forth under relevant provisions of California law, either Party to this Agreement may, where applicable, seek legal redress for violations of this Agreement pursuant to the relevant provisions of 49 C.F.R. Parts 23 and 26, to the relevant federal or state statutory provisions governing civil rights violations, and to the relevant federal and state provisions governing false claims or "whistleblower" actions, as well as any and all other applicable federal and state provisions of law.

The Consultant shall include a provision to this effect in each of its agreements with its subcontractors.

6. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

7. INVENTIONS.

Rights to Inventions and Data Made Under a Contract or Agreement — Consultant shall comply with Federal requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Contract, and shall be in compliance with 10 CFR 600.325 and Appendix A—Patent and Data Rights to Subpart D, Part 600.

8. ENVIRONMENTAL COMPLIANCE

A. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

B. 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 (Pub. L. 94-163, 89 Stat. 871).

C. Energy Policy and Conservation Act (Pub. L. 94—163, 89 Stat. 871.) — Consultant shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871), which are incorporated by reference in this Contract. (10 CFR 600.236(i)(13).)

EXHIBIT “D” FTA PROVISIONS

DRAFT

FTA FUNDING REQUIREMENTS (Non-construction/maintenance work)

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 Consultant 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, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Consultant 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 subconsultant who will be subject to its provisions.

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

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

b. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under 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 Consultant, to the extent the Federal Government deems appropriate.

c. The Consultant 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 subconsultant who will be subject to the provisions.

3. Access to Records

The Consultant 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 Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant'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 Consultant 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 Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RCTC and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant'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 Consultant 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 Consultant 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 Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 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 Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant 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 Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant 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 Consultant 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 Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant 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.

D. Race-Neutral DBE Submissions and Ongoing Reporting Requirements (Post-Award): At termination of the Contract, 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 Agreement, 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 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 this Agreement, 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 this Agreement, 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 Consultant 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. Debarment and Suspension.

The Consultant agrees to the following:

- (1) It will comply with the following requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200.
- (2) It will not enter into any "covered transaction" (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any subconsultant whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by— (i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200; (ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180; and (iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended recipients or third party participants.
- (3) It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 CFR Part 1200.

9. ADA Access Requirements

The Consultant 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).

10. Fly America

To the extent applicable to the Services, the Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their consultants 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 Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide

a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

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

To the extent applicable to the Services, the Consultant 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 Consultant in the case of a subconsultant'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 – Not applicable.

12. Employment Provisions

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

- A. Equal Employment Opportunity — Not applicable.
- B. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c) — Not applicable.
- C. Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333) —Not applicable.

D. Release of Retainage

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

available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant or deficient subconsultant performance, or noncompliance by a subconsultant.

13. Termination for Convenience

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

After such termination, the Consultant shall submit a final termination settlement proposal to RCTC as directed. If the Consultant fails to submit a proposal within the time allowed, RCTC may determine, on the basis of information available, the amount, if any due the Consultant because of the termination and shall pay the amount determined. After the Consultant's proposal is received, RCTC and Consultant 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 Consultant does not agree with this final determination or the determination resulting from the lack of timely submission of a proposal, the Consultant may appeal under the Disputes clause.

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

a. The Consultant may be declared in breach of this Agreement ("Breach") if the Consultant fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Consultant 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 Consultant of the Breach, and the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Subconsultants, the Consultant 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 Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and the Subconsultant, and without the fault or negligence of either of them, the

Consultant shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant 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 Consultant 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 17 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 Consultant. 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, Consultant 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 Consultant 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, Consultant 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.] - Consultants 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 Consultant 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 Consultant 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 Consultant 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.

d. The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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. SPECIAL PROVISION FOR PROMOTING COVID-19 SAFETY

Section 49. Centers for Disease Control and Prevention Order on Requirements for Persons to Wear Masks While on Conveyances and at Transportation Hubs.

(a) *Compliance with CDC Mask Order.* The Centers for Disease Control and Prevention (“CDC”) Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs (“CDC Mask Order”), applies to this Agreement. One of the objectives of the CDC Mask Order is “[m]aintaining a safe and operating transportation system.” Consultant agrees that it will comply, and will require all subconsultants to comply, with the CDC Mask Order.

(b) *Enforcement for non-compliance.* Consultant agrees that FTA and RCTC may take enforcement action for non-compliance with the CDC Mask Order, including: (1) enforcement actions authorized by 49 U.S.C. § 5329(g); (2) referring Consultant to the CDC or other Federal authority for enforcement action; (3) enforcement actions authorized by 2 CFR §§ 200.339 – .340; and (4) any other enforcement action authorized by Federal law or regulation.

22. 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 consultant 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 Consultant 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 Consultant or RCTC.

. The Consultant 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 Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this contract.

EXHIBIT "E"

CERTIFICATE OF CONSULTANT

I HEREBY CERTIFY that I am the _____ and duly authorized representative of the firm of _____ whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

By: _____

Signature

Name

Title

EXHIBIT “F” LOBBYING ACTIVITIES DISCLOSURE

DRAFT

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____	15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)	
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: <u>Thomas T. Kim, PE</u> Title: <u>Senior Vice President</u> Telephone No.: <u>(951) 320-7300</u> Date: <u>06/17/2021</u>		Authorized for Local Reproduction Standard Form - LLL

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
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12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input checked="" type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input checked="" type="checkbox"/> f. other, specify _____ invoices per each week performed	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____	15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)	
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<div style="text-align: right; font-size: 1.2em; font-weight: bold;">Not Applicable</div> Signature: <u>Brian C. Serl</u> Print Name: <u>Brian Serl</u> Title: <u>President</u> Telephone No.: <u>909-490-0530</u> Date: <u>5/27/21</u>	
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
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4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
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12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
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16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
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Signature: <u>Heather Menninger</u> Print Name: <u>Heather Menninger</u> Title: <u>Owner/ Principal</u> Telephone No.: <u>951 784-1333, ext. 1</u> Date: <u>June 7, 2021</u>		Authorized for Local Reproduction Standard Form - LLL

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

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4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
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Signature: _____ Print Name: Genoveva L. Arellano Title: Principal Telephone No.: (909) 627-2974 Date: 06/17/2021 Authorized for Local Reproduction Standard Form - LLL		


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4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: NA Congressional District, if known _____	
6. Federal Department/Agency: NA	7. Federal Program Name/Description: NA CFDA Number, if applicable _____	
8. Federal Action Number, if known: NA	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) NA	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ NA <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer NA <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
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Signature:  Print Name: Armando DuPont, CA PLS 7780 Title: President / Professional Land Surveyor Telephone No.: 951-280-9960 Date: 05/28/2021		Authorized for Local Reproduction Standard Form - LLL

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4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier <u>1</u> , if known ICF Jones & Stokes, Inc. 49 Discovery Suite 250 Irvine, CA, 92618 Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: HDR 3230 El Camino Real, Suite 200 Irvine, CA 92602 Congressional District, if known	
6. Federal Department/Agency: 8. Federal Action Number, if known: 10. Name and Address of Lobby Entity N/A (If individual, last name, first name, MI) Not Applicable (attach Continuation Sheet(s) if necessary)	7. Federal Program Name/Description: CFDA Number, if applicable _____ 9. Award Amount, if known: 11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
12. Amount of Payment (check all that apply) N/A \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) N/A <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
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Signature: <u>Trina L Fisher</u> Print Name: <u>Trina L Fisher</u> Title: <u>Contracts Administrator</u> Telephone No.: <u>916.231.7636</u> Date: <u>June 17, 2021</u>		
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4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
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Signature: <u>Gail Pineda</u> Print Name: <u>Gail Pineda</u> Title: <u>Owner</u> Telephone No.: <u>714-313-2622</u> Date: <u>5/26/21</u>		Authorized for Local Reproduction Standard Form - LLL

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4. Name and Address of Reporting Entity N/A <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known _____	
6. Federal Department/Agency: N/A	7. Federal Program Name/Description: N/A CFDA Number, if applicable _____	
8. Federal Action Number, if known: N/A	9. Award Amount, if known: N/A	
10. Name and Address of Lobby Entity N/A (If individual, last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services N/A (including address if different from No. 10) (last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) N/A \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee N/A <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): N/A <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: N/A (attach Continuation Sheet(s) if necessary)		
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Signature: _____ <i>Jennifer A. Purcell</i> Print Name: <u>Jennifer A. Purcell, PE</u> Title: <u>President / CEO</u> Telephone No.: <u>951-784-4630</u> Date: <u>5/21/21</u>		
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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES N/A

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4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
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Signature: <u>Jess DeBusk</u> Print Name: <u>Jessica DeBusk, M.B.A.</u> Title: <u>Office Principal</u> Telephone No.: <u>626-408-8006</u> Date: <u>05/28/2021</u>		Authorized for Local Reproduction Standard Form - LLL

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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Signature: _____ Print Name: <u>Gary Hus</u> Title: <u>Vice President of Survey</u> Telephone No.: <u>619-881-3394</u> Date: <u>6/2/2021</u>		
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Signature: _____ Print Name: <u>Agustin Chang, Vice President</u> Title: <u>Principal</u> Telephone No.: <u>619.961.2800</u> Date: <u>05/21/2021</u>		
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STC Traffic does not engage in Lobbying Activity

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4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee STC Traffic, Inc. Tier _____, if known 5865 Avenida Encinas #142-B Carlsbad CA 92008 Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: HDR Engineering, Inc. 3230 El Camino Real, Suite 200 Irvine, CA 92602 Congressional District, if known	
6. Federal Department/Agency: <small>Federal Highway Administration (FHWA); Federal Transit Administration (FTA); California Department of Transportation (CALTRANS); Riverside County Transportation Commission (RCTC)</small>	7. Federal Program Name/Description: <small>(RCTC) RFQ #21-33-064-00 On-Call Design Engineering & Environmental for Construction of Commuter Rail Station CIP</small> CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) N/A We do not engage in Lobbying Activity (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
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Signature: <u>Jason Stack</u> Print Name: <u>Jason Stack, TE, PTOE</u> Title: <u>President</u> Telephone No.: <u>(760) 602-4290</u> Date: <u>06/17/2021</u>		
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Suenram & Associates, Inc. has no lobbying activities to disclose.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Not Applicable Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: Not Applicable	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) Not Applicable	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ 0 _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer Not Applicable <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
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Signature: _____ Print Name: <u>Kate Suenram</u> Title: <u>President</u> Telephone No.: <u>818-358-2439</u> Date: <u>05/25/2021</u>		
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Signature: _____ Print Name: <u>THOMAS RIGGLE</u> Title: <u>PRESIDENT</u> Telephone No.: <u>951-742-7179</u> Date: <u>5/24/2013</u>		Authorized for Local Reproduction Standard Form - LLL

NO LOBBYING ACTIVITIES.

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Signature: <u>Marc A. Canas</u> Print Name: <u>Marc A Canas</u> Title: <u>Vice President</u> Telephone No.: <u>(714) 835-6355</u> Date: <u>5/25/2021</u>		
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Agreement No. 21-33-128-00

**PROFESSIONAL SERVICES AGREEMENT
WITH FTA AND PROPOSITION 1B FUNDING ASSISTANCE**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
MOFFATT & NICHOL
FOR ON-CALL
DESIGN ENGINEERING AND ENVIRONMENTAL SERVICES
FOR THE
CONSTRUCTION OF COMMUTER RAIL STATION CAPITAL IMPROVEMENT
PROJECTS**

Parties and Date.

This Agreement is made and entered into this ____ day of _____, 2021, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and **Moffatt & Nichol** ("Consultant"), a **Corporation**. The Commission and Consultant are sometimes referred to herein individually as "Party", and collectively as the "Parties".

Recitals.

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

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

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

D. A source of funding for payment for on-call professional consulting services provided under this Agreement may be Proposition 1B funds ("Prop 1B") funds administered by the California Department of Transportation ("Caltrans"), and/or funds from the Federal Transit Administration ("FTA"). This Agreement shall not be deemed to be approved by the Commission until the certification shown in Exhibit "E" attached hereto and incorporated herein by reference, is executed.

E. Consultant desires to perform and assume responsibility for the provision of certain on-call design engineering and environmental services for the construction of

commuter rail station capital improvement projects in the County of Riverside, California. Services shall be provided on the terms and conditions set forth in this Agreement and in the task order(s) to be solicited, awarded and authorized by Commission as further described in this Agreement ("Task Order"). Consultant represents that it is experienced in providing such services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

G. Commission desires to engage Consultant to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein and in each Task Order (each such project shall be designated a "Project" under this Agreement).

Terms.

1. General Scope of Services. Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply the on-call design engineering and environmental services for the Projects ("Services"). The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference. The 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 fully executed Task Order. 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.

2. Task Orders; Commencement of Services; Schedule of Services. Services under this Agreement shall be requested by the Commission pursuant to Task Order requests. If Commission accepts Consultant's Task Order proposal, Commission shall issue a purchase order or executed task order for the Services ("Commission's Task Order Authorization"). Consultant's agreement to the final terms of a proposed Task Order, Commission's Task Order Authorization and Consultant's commencement of the Services shall indicate the Parties' agreement to the terms of the relevant Task Order.

Consultant shall commence Services under a Task Order within five (5) days of receiving Commission's Task Order Authorization.

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

3. Pre-Award Audit. As a result of the funding for this Project, and to the extent Caltrans procedures apply in connection therewith, issuance of a "Notice to Proceed" or

other authorization to proceed under a Task Order may be contingent upon completion and approval of a pre-award audit. Any questions raised during the pre-award audit shall be resolved before the Commission will consider approval of this Agreement. The funding provided under this Agreement is contingent on meeting all funding requirements and could be withdrawn, thereby entitling the Commission to terminate this Agreement, if the procedures are not completed. The Consultant's files shall be maintained in a manner to facilitate State process reviews. In addition, Caltrans may require that prior to performance of any work for which funding reimbursement through Caltrans is requested and provided, that Caltrans must give to Commission an "Authorization to Proceed".

4. Audit Procedures.

4.1 Consultant and certain subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an Independent Cost Review (ICR) Audit, or a CPA ICR audit work paper review. If selected for audit or review, this Agreement, Consultant's cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. This Agreement, Consultant's cost proposal, and ICR shall be adjusted by Consultant and approved by the Commission's contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into this Agreement by this reference if directed by Commission at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of the Agreement terms and cause for termination of this Agreement and disallowance of prior reimbursed costs. Additional audit provisions applicable to this Agreement are set forth in Sections 22 and 23 of this Agreement.

Section 4.2 and 4.3 shall apply to the extent applicable to the Task Order and funding source.

4.2 During any Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, Commission will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines is received and approved by Caltrans.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
- c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

4.3 If Caltrans is unable to issue a cognizant letter per Section 4.2 above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the Caltrans' management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

If the Consultant fails to comply with the provisions of this Section 4, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in Section 4.2 above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

Consultant may submit to Commission final invoice only when all of the following items have occurred: (1) Caltrans accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of Commission; and, (3) Caltrans has issued its final ICR review letter. The Consultant must submit its final invoice to Commission no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all Task Orders issued under this Agreement, and all other agreements executed between the Commission and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

5. Term.

5.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and Consultant shall commence work after notification to proceed by Commission's Contract Administrator. This Agreement shall end on September 30, 2024, unless extended by contract amendment. The Commission may extend the term of this Agreement, in its sole discretion, for one additional two (2) year period.

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

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

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

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

8. Substitution of Key Personnel. Consultant has represented to the Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by the Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are: **Sam Mansour, Stephanie Oslick, Amr Zaher, Chris Lee, Keith Gillfillan, Alaedin Moubayed, and Phil Balmeo**, or as otherwise identified in the Task Order.

9. Standard of Care; Licenses. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that its employees and subcontractors

have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the Commission, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Commission, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

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

11. Project Progress.

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

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

11.3 Progress Reports. As part of its monthly invoice, Consultant shall submit a progress report, in a form determined by the Commission, which will indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by Consultant shall be a condition precedent to receipt of payment from the Commission for each monthly invoice submitted.

12. Delay in Performance.

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

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

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

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

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

15. Opportunity to Cure; Inspection of Work. Commission may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the Commission, and the cost thereof charged to Consultant. Consultant shall allow the Commission's Contract Administrator and Caltrans to inspect or review Consultant's work in progress at any reasonable time.

16. Claims Filed by Contractor.

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

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

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

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

17. Final Acceptance. Upon determination by the Commission that Consultant has satisfactorily completed the Services required under this Agreement and within the term set forth herein the Commission shall give Consultant a written Notice of Final Acceptance. Upon receipt of such notice, Consultant shall incur no further costs hereunder, unless otherwise specified in the Notice of Final Acceptance. Consultant may request issuance of a Notice of Final Acceptance when, in its opinion, it has satisfactorily completed all Services required under the terms of this Agreement. In the event copyrights are permitted under this Agreement, then in connection with Federal funding, it is hereby acknowledged and agreed that the United States Department of Transportation shall have the royalty-free non-exclusive and irrevocable right to

reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

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

19. Fees and Payment.

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

19.2 In addition to the allowable incurred costs, Commission shall pay Consultant a fixed fee to be set forth in each Task Order ("Fixed Fee"). The Fixed Fee is

nonadjustable for each Task Order, except in the event of a significant change in the Scope of Services, and such adjustment is made by written amendment.

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

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

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

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

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

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

19.8 The total amount payable by Commission, including the Fixed Fee, shall not exceed the amount set forth in each Task Order.

19.9 Commission has or will enter into four (4) task order contracts for performance of the Scope of Services identified in Exhibit "A", including this Agreement ("Design & Environmental Services Task Order Contracts"). The other Design & Environmental Services Task Order Contracts are HDR Engineering Inc.; RailPros, Inc.; and STV Incorporated. The total amount payable by Commission for the Design & Environmental Services Task Order Contracts shall not exceed a cumulative maximum total value of **Ten Million Dollars (\$10,000,000)** ("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 Design & Environmental Services Task Order Contracts through Task Orders. Each time a Task Order is awarded under any of the Design & Environmental Services Task Order Contracts, Commission must send written notification to Consultant and each of the other consultants entering into the Design & Environmental Services Task Order Contracts. The notice must identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Commission must not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task Order that exceeds the NTE Sum.

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

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

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

20. Disputes.

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

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

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

21. Termination.

21.1 Commission reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant, for any or no reason, with the reasons for termination stated in the notice. Commission may terminate Services under a Task Order, at any time, for any or no reason, with the effective date of termination to be specified in the notice of termination of Task Order.

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

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

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

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

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

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

21.8 Consultant may not terminate this Agreement except for cause.

22. Cost Principles and Administrative Requirements.

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

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

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

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

23. Retention of Records/Audit. For the purpose of determining compliance with, as applicable, 2 CFR Part 200, Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and Commission shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during 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 or Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to this Agreement and, if applicable, indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

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

24. Audit Review Procedures.

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

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

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

25. Subcontracting.

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

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

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

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

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

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

26. Equipment Purchase

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

26.2 For purchase of any item, service or consulting work not covered in 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.

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

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

27. Labor Code Requirements.

27.1 Prevailing Wages.

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

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

(c) When prevailing wages apply to the Services described in the Scope of Services, transportation and subsistence costs shall be reimbursed at the

minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

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

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

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

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

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade

shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

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

28. Ownership of Materials/Confidentiality.

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

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

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

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

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

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for

wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

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

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

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

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

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

29. Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold Commission, Caltrans and their directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, inverse condemnation, and any claims related to property acquisition and relocation rules or failure to detect or abate hazardous materials, which are brought by a third party, and which , in any manner arise out of or are incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, Caltrans, and their directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission, Caltrans or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, Caltrans and their directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, Caltrans or their directors, officials officers, employees, consultants, agents, or volunteers. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

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

30. Insurance.

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

30.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to

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

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

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

30.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. For Consultant, such insurance shall be in an amount not less than \$1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. Subconsultants of Consultant shall obtain such insurance in an amount not less than \$2,000,000 per claim. Notwithstanding the foregoing, the Commission may consider written requests to lower or dispense with the errors and omissions liability insurance requirement contained in this Section for certain subconsultants of Consultant, on a case-by-case basis, depending on the nature and scope of the Services to be provided by the subconsultant. Approval of such request shall be in writing, signed by the Commission's Contract Administrator.

30.4 Aircraft Liability Insurance. Prior to conducting any Services requiring use of aircraft, Consultant shall procure and maintain, or cause to be procured and maintained, aircraft liability insurance or equivalent form, with a single limit as shall

be required by the Commission. Such insurance shall include coverage for owned, hired and non-owned aircraft and passengers, and shall name, or be endorsed to name, the Commission, Caltrans and their directors, officials, officers, employees and agents as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant.

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

(a) General Liability.

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

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

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

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

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

(c) Workers' Compensation and Employers Liability Coverage.

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

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

(d) All Coverages.

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

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

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

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

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage

continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

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

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

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

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

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

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

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

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

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

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

32. Additional Work. Any work or activities that are in addition to, or otherwise outside of, the Services to be performed pursuant to this Agreement shall only be performed pursuant to a separate agreement between the parties. Notwithstanding the foregoing, the Commission's Executive Director may make a change to the Agreement, other than a Cardinal Change. For purposes of this Agreement, a Cardinal Change is a change which is "outside the scope" of the Agreement; in other words, work which should not be regarded as having been fairly and reasonably within the contemplation of the parties when the Agreement was entered into. An example of a change which is not a Cardinal Change would be where, in a contract to construct a building there are many changes in the materials used, but the size and layout of the building remains the same.

Cardinal Changes are not within the authority of this provision to order, and shall be processed by the Commission as “sole source” procurements according to applicable law, including the requirements of FTA Circular 4220.1D, paragraph 9(f).

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

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

33. Prohibited Interests.

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

33.2 Consultant Conflict of Interest.

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

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

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

(d) Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under

this Agreement is also employed by the construction contractor for any project included within this Agreement.

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

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

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

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

33.7 Covenant Against Expenditure of Commission, State or Federal Funds for Lobbying. The Consultant certifies that to the best of his/ her knowledge and belief no state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of the Consultant to any person for the purpose of influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the award of any state or federal contract, grant, loan, or cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(a) If any funds other than federal appropriated funds have been paid, or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this Agreement, the Consultant shall complete and submit the attached Exhibit "F", Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the attached instructions.

(b) The Consultant's certification provided in this Section is a material representation of fact upon which reliance was placed when this Agreement was entered into, and is a prerequisite for entering into this Agreement pursuant to Section 1352, Title 31, US. Code. Failure to comply with the restrictions on expenditures, or the disclosure and certification requirements set forth in Section 1352, Title 31, US. Code may result in a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(c) The Consultant also agrees by signing this Agreement that he/she shall require that the language set forth in this Section 3.23.5 be included in all Consultant subcontracts which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

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

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

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

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

37. Disputes; Attorneys' Fees.

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

37.2. If the Parties are unable to resolve a dispute after attempting in good faith to do so, the Parties may seek any other available remedy to resolve the dispute. If

either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and, all other costs of such actions.

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

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

40. 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:

Moffatt & Nichol

3536 Concourses, Suite 200

Ontario, CA 91764

Attn: Sam Mansour

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.

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

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

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

44. 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.

45. Provisions Applicable When State Funds or Federal Funds Are Involved. When funding for the Services under a Task Order is provided, in whole or in part, from

Caltrans, Consultant shall also fully and adequately comply with the provisions included in Exhibit "C" (California Department of Transportation requirements) attached hereto and incorporated herein by reference. When funding for the Services under a Task Order is provided, in whole or in part, from the FTA, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (FTA Requirements) attached hereto and incorporated herein by reference.

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

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

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

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

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

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

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

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

54. No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any

rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

[Signatures on following page]

DRAFT

**SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT
WITH FTA AND PROPOSITION 1B FUNDING/ASSISTANCE**

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

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

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

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

EXHIBIT "A"

SCOPE OF WORK

The Commission intends to contract with an on-call "bench" of qualified consultants to provide Design Engineering and Environmental services for Commuter Rail Station Capital Improvement Projects on an on-call basis pursuant to task orders to be issued in accordance with the terms of this RFQ and the Commission's model agreement. The selected consultants will supplement the work of the Commission Staff in accordance with the specifications described herein.

Projects for which design engineering and environmental services may be required include transit and commuter rail station facility amenities and improvements, station platform improvements, passenger shelters, pedestrian connections, pedestrian bridge structures, pedestrian at-grade railroad crossings, parking structures, parking lot improvements/rehabilitation/expansions, fencing for access control, bicycle paths and bicycle storage solutions and landscaping. Services may be required for station related track addition/rehabilitation/replacement, railroad signal systems, railroad grade crossings, Quiet Zones, layover facilities, station security and safety elements. The foregoing generally described projects may include upgrade to technology with improved ticket vending machines, customer information kiosks, communicator upgrades, signage and potentially wireless connectivity.

As design engineering and environmental services needs arise, the Commission will develop a brief scope of work and will issue a request for task order proposals to the bench of contracted firms selected pursuant to this RFQ. Award of task orders will be made to the firm: (i) determined most qualified based on a review of the task order proposals in accordance with the review criteria to be set forth in the request for task order, and (ii) proposing a reasonable price, as determined by the Commission. If the Commission and the first ranked firm are unable to negotiate a reasonable price for the task order work, negotiations shall commence with the next highest ranked firm, and shall continue until a task order is awarded. For non-State or non-federally funded task orders, the Commission may include price as a consideration in task order proposal evaluation and award, and/or may issue task orders in accordance with procedures determined to be in the Commission's best interest.

Approval and authorization to proceed for the designated scope of work will be documented in an Agreement Task Order (ATO). The consultant will be required to commence work within five days or sooner after receiving a fully executed ATO.

Payment for each ATO will be in accordance with the Cost Proposal conditions in the selected consultant's parent agreement.

These services will be funded using a variety of federal, state, and local funds. The consultant shall meet all the requirements associated with the specific fund type associated with each ATO and the funding will be identified at the time the scope of work is released.

Work Activities:

All work will be performed to meet the latest Local, State and Federal standards as they are applicable to the element of work being performed. The activities listed in this scope of work are intended to be delivered to support the 30%, 60%, 95% and 100% reviews that are typically used to review Plans Specifications & Estimate (PS&E) packages led by Local Agencies. Prevailing wage shall be paid for all work activities subject to California Labor Code Sections 1720 et seq. and 1770 et. Seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws").

Consultant's SOQ should discuss how will address the following primary activities:

PART 1- Environmental – environmental documentation to comply with the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA) and all applicable state and federal requirements, supporting technical reports and studies, surveys, mitigation, conceptual analysis, design permits and construction support.

Final Environmental Document and Preliminary Engineering Services

1. Project Management
2. Risk Management
3. Prepare, or subcontract for the preparation of all required Technical Studies, Reports, data collection and documentation to support the CEQA/NEPA reports, including but not necessarily limited to: Air Quality, Biology, Cultural Resources, including Section 106 compliance, Native American consultation (including AB 52 compliance when RCTC is the CEQA Lead Agency), Archaeology, Hazardous Waste, Noise and Vibration, Paleontology, Section 4(f) Evaluations, Water Quality and Geotechnical materials
4. Survey and Mapping activities for the project area to support preliminary engineering activities and environmental studies and preliminary plans
5. Processing all forms, maps and documents required for required permits.
6. Prepare, or subcontract for the preparation of all required technical studies and reports to support preparation of final PS&E, including but not necessarily limited to: stormwater management plan, water quality, geotechnical, structural section recommendation, structure design
7. Other miscellaneous studies that the Offeror recommends performing in order to expedite project delivery
8. Coordination Meetings with the Commission, State, Federal, County of Riverside and local agencies
9. Coordination, reviews and approvals with Federal Transit Administration (FTA), Federal Railroad Administration (FRA), California Public Utilities Commission (CPUC) affected local agencies/jurisdictions, Burlington Northern Santa Fe (BNSF)

Railroad, Union Pacific Railroad (UPRR), Southern California Regional Rail Authority (SCRRA), U.S. Army Corps of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), Western Riverside Regional Conservation Authority (RCA), Santa Ana Regional Water Quality Control Board (RWQCB), and others as required

10. Public Outreach and Marketing- Public meetings, publications, media placements. Graphics – PowerPoint, exhibits, simulations and ad development

Part 2-Plans Specification and Estimate Services

Prepare, or subcontract for the preparation of all required technical studies and reports to support preparation of final plans, specifications, & estimates, including but not necessarily limited to:

11. Hydraulic Engineering
12. Structural Engineering
13. Geotechnical Engineering
14. Utility Identification, Potholing and Coordination
15. Surveying – Topography, boundary, record maps, right of way for Preliminary Engineering and final PS&E
16. Right of way – right of way engineering, legals and plats
17. Storm Water Pollution Prevention Plan (SWPPP) Preparation and Notice of Intent preparation and submittal
18. Environmental Coordination, as required
19. Railroad coordination and development and finalization of a design, construction, Memorandum of Understanding and/or Construction and Maintenance agreement, if required.
20. Coordination, reviews and approvals with USACE, USFWS, CDFW, RCA, RWQCB, FTA, FRA, CPUC affected local agencies/jurisdictions, BNSF, UPRR, SCRRA, and others, as required.
21. Provide and setup document control system
22. Prepare and process all forms, maps and documents needed for required permits
23. Preparation of hard copy and electronic/CAD drawings (reproducible drawings)
24. Provide copies of reports, drawings and specifications to the Commission at each stage of submittal
25. Provide Value Engineering, Risk Management Plan and Constructability review prior to final design.
26. Development of Plans, Specifications, and Cost Estimate.

27. Provide bid support services including: review bid questions and draft responses' draft addenda to bid documents
28. Provide Construction Support Services (for example but not limited to: Review, respond to Request for Information, Request for Quote; Submittal and Shop Drawing Review and Approval, Coordination with Commission for any Shop Drawing Approvals, provided revised drawings and/or specifications resulting from Contract Change Orders, Claims review and response)
29. Participate in final walk through and provide comments/recommendations to final punch list.
30. Update electronic/CAD plans to include As-Built revisions and digitally sign

A. General Requirements

The consultant is expected to prepare all reports, studies and plans to meet Local, State and Federal requirements. Commission staff will provide overall project coordination, and will handle administrative matters. Commission staff will provide oversight, guidance and interpretation on matters relating to policies and regulations.

B. Meetings/Public Involvement

The consultant will be required to meet with the Commission staff, Bechtel and other agencies that may include State, Federal, Riverside County, SCRRA, BNSF, UPRR, cities of Corona, Jurupa Valley, Perris, March Joint Powers Authority (MJPA) and Riverside, USACE, USFWS, CDFW, WQCB, RCA FTA, other public agencies, and private entities located within the Project boundaries on a regular basis. Project Development Team (PDT) meetings will be held monthly with the project stakeholders.

C. Final Products/deliverables

Specific final products/deliverables related to the project are listed below:

- Final Environmental Document and Notice of Completion and/or Record of Decision, as appropriate
- Final Environmental permits
- Approved Technical Reports
- Survey Data
- Agenda, public notices and presentation material to support public hearings and responses to comments received during the environmental document public availability period
- Value Engineering Studies, Risk Management Plan and Constructability Analysis

- Final Plans, Specification, and Cost Estimates (electronic versions plus 1 Full Size (D-Size) and 1 half size copy of final drawings, also provide electronic versions plus hard copies of all reports, Specifications and Estimate).
- Final Water Quality Management Plan
- Final Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI)
- Materials Report, Log of Test Borings, and Materials Information Write-Up for Bidders
- Project Cross Sections, for Earthwork, for Bidders
- Final Bridge Structural Report
- Final Drainage and Hydraulic Reports
- Final Right of Way Drawings, Legals and Plats
- Final Utility Drawings and Notice to Relocate
- Final electronic/CAD As-Builts for the Project

Other products to match your work activities as described in Section B above.

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EXHIBIT “B” – COMPENSATION AND PAYMENT

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EXHIBIT "B"

COMPENSATION SUMMARY¹

FIRM	PROJECT TASKS/ROLE	COST
Prime Consultant:		
Moffatt & Nichol	On-Call Design Engineering	\$ 5,200,000.00
Sub Consultants:		
Jacobs	Station/Layover Facilities, Traffic Engineering, Value Engineering, Risk Management	2,200,000.00
Arellano Associates	Outreach	200,000.00
C-below	Utility Subsurface Investigation	50,000.00
ICF Jones & Stokes, Inc.	Environmental Services Support	500,000.00
Cogstone Resources	Environmental Services Support	25,000.00
Epic Land Solutions	Right-of-Way Services	50,000.00
Leighton	Geotechnical Engineering & Hazardous Waste	225,000.00
Pacific Railway Enterprises, Inc.	Signal and Communications, PTC	1,000,000.00
Lynn Capouya, Inc.	Landscaping & Irrigation	50,000.00
Rail Surveyors and Engineers, Inc.	Surveying & Mapping, Right-of-Way Engineering, Utilities	500,000.00
TOTAL COSTS		\$ 10,000,000.00

¹ Commission authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.

EXHIBIT "C"

CALTRANS REQUIREMENTS/ PROP 1 B PROVISIONS

1. STATEMENT OF COMPLIANCE.

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

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

2. DEBARMENT AND SUSPENSION CERTIFICATION

A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to Commission.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

3. PROMPT PAYMENT

Consultant agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 10 days from the receipt of each payment the Consultant receives from the Commission. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Commission.

4. RELEASE OF RETAINAGE

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

5. LEGAL REMEDIES

In addition to those contract remedies set forth under relevant provisions of California law, either Party to this Agreement may, where applicable, seek legal redress for violations of this Agreement pursuant to the relevant provisions of 49 C.F.R. Parts 23 and 26, to the relevant federal or state statutory provisions governing civil rights violations, and to the relevant federal and state provisions governing false claims or "whistleblower" actions, as well as any and all other applicable federal and state provisions of law.

The Consultant shall include a provision to this effect in each of its agreements with its subcontractors.

6. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

7. INVENTIONS.

Rights to Inventions and Data Made Under a Contract or Agreement — Consultant shall comply with Federal requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Contract, and shall be in compliance with 10 CFR 600.325 and Appendix A—Patent and Data Rights to Subpart D, Part 600.

8. ENVIRONMENTAL COMPLIANCE

A. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

B. 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 (Pub. L. 94-163, 89 Stat. 871).

C. Energy Policy and Conservation Act (Pub. L. 94—163, 89 Stat. 871.) — Consultant shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871), which are incorporated by reference in this Contract. (10 CFR 600.236(i)(13).)

EXHIBIT “D” FTA PROVISIONS

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FTA FUNDING REQUIREMENTS (Non-construction/maintenance work)

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 Consultant 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, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Consultant 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 subconsultant who will be subject to its provisions.

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

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

b. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under 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 Consultant, to the extent the Federal Government deems appropriate.

c. The Consultant 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 subconsultant who will be subject to the provisions.

3. Access to Records

The Consultant 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 Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant'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 Consultant 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 Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RCTC and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant'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 Consultant 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 Consultant 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 Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 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 Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant 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 Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant 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 Consultant 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 Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant 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.

D. Race-Neutral DBE Submissions and Ongoing Reporting Requirements (Post-Award): At termination of the Contract, 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 Agreement, 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 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 this Agreement, 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 this Agreement, 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 Consultant 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. Debarment and Suspension.

The Consultant agrees to the following:

- (1) It will comply with the following requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200.
- (2) It will not enter into any "covered transaction" (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any subconsultant whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by— (i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200; (ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180; and (iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended recipients or third party participants.
- (3) It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 CFR Part 1200.

9. ADA Access Requirements

The Consultant 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).

10. Fly America

To the extent applicable to the Services, the Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their consultants 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 Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide

a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

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

To the extent applicable to the Services, the Consultant 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 Consultant in the case of a subconsultant'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 – Not applicable.

12. Employment Provisions

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

- A. Equal Employment Opportunity — Not applicable.
- B. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c) — Not applicable.
- C. Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333) —Not applicable.

D. Release of Retainage

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

available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant or deficient subconsultant performance, or noncompliance by a subconsultant.

13. Termination for Convenience

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

After such termination, the Consultant shall submit a final termination settlement proposal to RCTC as directed. If the Consultant fails to submit a proposal within the time allowed, RCTC may determine, on the basis of information available, the amount, if any due the Consultant because of the termination and shall pay the amount determined. After the Consultant's proposal is received, RCTC and Consultant 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 Consultant does not agree with this final determination or the determination resulting from the lack of timely submission of a proposal, the Consultant may appeal under the Disputes clause.

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

a. The Consultant may be declared in breach of this Agreement ("Breach") if the Consultant fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Consultant 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 Consultant of the Breach, and the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Subconsultants, the Consultant 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 Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and the Subconsultant, and without the fault or negligence of either of them, the

Consultant shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant 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 Consultant 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 17 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 Consultant. 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, Consultant 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 Consultant 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, Consultant 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.] - Consultants 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 Consultant 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 Consultant 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 Consultant 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.

d. The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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. SPECIAL PROVISION FOR PROMOTING COVID-19 SAFETY

Section 49. Centers for Disease Control and Prevention Order on Requirements for Persons to Wear Masks While on Conveyances and at Transportation Hubs.

(a) *Compliance with CDC Mask Order.* The Centers for Disease Control and Prevention (“CDC”) Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs (“CDC Mask Order”), applies to this Agreement. One of the objectives of the CDC Mask Order is “[m]aintaining a safe and operating transportation system.” Consultant agrees that it will comply, and will require all subconsultants to comply, with the CDC Mask Order.

(b) *Enforcement for non-compliance.* Consultant agrees that FTA and RCTC may take enforcement action for non-compliance with the CDC Mask Order, including: (1) enforcement actions authorized by 49 U.S.C. § 5329(g); (2) referring Consultant to the CDC or other Federal authority for enforcement action; (3) enforcement actions authorized by 2 CFR §§ 200.339 – .340; and (4) any other enforcement action authorized by Federal law or regulation.

22. 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 consultant 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 Consultant 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 Consultant or RCTC.

. The Consultant 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 Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this contract.

EXHIBIT "E"

CERTIFICATE OF CONSULTANT

I HEREBY CERTIFY that I am the _____ and duly authorized representative of the firm of _____ whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

By: _____

Signature

Name

Title

EXHIBIT “F” LOBBYING ACTIVITIES DISCLOSURE

DRAFT

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: Not applicable	7. Federal Program Name/Description: CFDA Number, if applicable _____ Not applicable _____	
8. Federal Action Number, if known: Not applicable	9. Award Amount, if known: Not applicable	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) Not applicable	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) Not applicable	
(attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ Not applicable <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer Not applicable <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Not applicable Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: <u>Sam Mansour</u> Print Name: <u>Sam Mansour, PE</u> Title: <u>Project Manager and Vice President</u> Telephone No.: <u>(714) 493-3141</u> Date: <u>6/17/2021</u>		
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Signature: _____ Print Name: Genoveva L. Arellano Title: Principal Telephone No.: (909) 627-2974 Date: 06/17/2021		
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N/A

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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Signature: <u><i>Ashley Salvino</i></u> Print Name: <u>Ashley Salvino</u> Title: <u>Vice President of Operations</u> Telephone No.: <u>888-902-3569</u> Date: <u>6/7/2021</u>		Authorized for Local Reproduction Standard Form - LLL

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4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: STV Incorporated 9130 Anaheim Place, Suite 210 Rancho Cucamonga, CA 91730 Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
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Signature: <u>Karen Star</u> Print Name: <u>Karen Star</u> Title: <u>President, Epic Land Solutions, Inc.</u> Telephone No.: <u>(951) 321-1834</u> Date: <u>6/11/2021</u>		
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4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier <u>1</u> , if known ICF Jones & Stokes, Inc. 49 Discovery Suite 250 Irvine, CA, 92618 Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Moffatt & Nichol 555 Anton Blvd Costa Mesa, CA 92627 Congressional District, if known	
6. Federal Department/Agency: 8. Federal Action Number, if known: 10. Name and Address of Lobby Entity N/A (If individual, last name, first name, MI) Not Applicable (attach Continuation Sheet(s) if necessary)	7. Federal Program Name/Description: CFDA Number, if applicable _____ 9. Award Amount, if known: 11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
12. Amount of Payment (check all that apply) N/A \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) N/A <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
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Signature: <u>Trina L Fisher</u> Print Name: <u>Trina L Fisher</u> Title: <u>Contracts Administrator</u> Telephone No.: <u>916.231.7636</u> Date: <u>June 17, 2021</u>		
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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

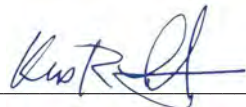
1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
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		Signature:  Print Name: <u>Hany Haroun</u> Title: <u>Business Vice President</u> Telephone No.: <u>(619) 272-7261</u> Date: <u>6/9/2021</u>
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Signature:  Print Name: <u>Kris R. Lutton, PG</u> Title: <u>Senior Vice President</u> Telephone No.: <u>(949) 681-4203</u> Date: <u>06/03/2021</u>		Authorized for Local Reproduction Standard Form - LLL

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Signature: _____ Print Name: Lynn Capouya Title: President Telephone No.: 949-756-0150 x 110 Date: 05/17/2011		
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Signature: <u>Jennifer A. Purcell</u> Print Name: <u>Jennifer A. Purcell, PE</u> Title: <u>President / CEO</u> Telephone No.: <u>951-784-4630</u> Date: <u>5/24/21</u>		
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Signature: _____ Print Name: <u>Phil Leong, PE</u> Title: <u>President</u> Telephone No.: <u>(650) 826-1858</u> Date: <u>5/20/2021</u>		Authorized for Local Reproduction Standard Form - LLL

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Agreement No. 21-33-129-00

**PROFESSIONAL SERVICES AGREEMENT
WITH FTA AND PROPOSITION 1B FUNDING ASSISTANCE**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
RAILPROS
FOR ON-CALL
DESIGN ENGINEERING AND ENVIRONMENTAL SERVICES
FOR THE
CONSTRUCTION OF COMMUTER RAIL STATION CAPITAL IMPROVEMENT
PROJECTS**

Parties and Date.

This Agreement is made and entered into this ____ day of _____, 2021, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and **RailPros** ("Consultant"), a **Corporation**. The Commission and Consultant are sometimes referred to herein individually as "Party", and collectively as the "Parties".

Recitals.

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

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

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

D. A source of funding for payment for on-call professional consulting services provided under this Agreement may be Proposition 1B funds ("Prop 1B") funds administered by the California Department of Transportation ("Caltrans"), and/or funds from the Federal Transit Administration ("FTA"). This Agreement shall not be deemed to be approved by the Commission until the certification shown in Exhibit "E" attached hereto and incorporated herein by reference, is executed.

E. Consultant desires to perform and assume responsibility for the provision of certain on-call design engineering and environmental services for the construction of

commuter rail station capital improvement projects in the County of Riverside, California. Services shall be provided on the terms and conditions set forth in this Agreement and in the task order(s) to be solicited, awarded and authorized by Commission as further described in this Agreement ("Task Order"). Consultant represents that it is experienced in providing such services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

G. Commission desires to engage Consultant to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein and in each Task Order (each such project shall be designated a "Project" under this Agreement).

Terms.

1. General Scope of Services. Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply the on-call design engineering and environmental services for the Projects ("Services"). The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference. The 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 fully executed Task Order. 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.

2. Task Orders; Commencement of Services; Schedule of Services. Services under this Agreement shall be requested by the Commission pursuant to Task Order requests. If Commission accepts Consultant's Task Order proposal, Commission shall issue a purchase order or executed task order for the Services ("Commission's Task Order Authorization"). Consultant's agreement to the final terms of a proposed Task Order, Commission's Task Order Authorization and Consultant's commencement of the Services shall indicate the Parties' agreement to the terms of the relevant Task Order.

Consultant shall commence Services under a Task Order within five (5) days of receiving Commission's Task Order Authorization.

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

3. Pre-Award Audit. As a result of the funding for this Project, and to the extent Caltrans procedures apply in connection therewith, issuance of a "Notice to Proceed" or

other authorization to proceed under a Task Order may be contingent upon completion and approval of a pre-award audit. Any questions raised during the pre-award audit shall be resolved before the Commission will consider approval of this Agreement. The funding provided under this Agreement is contingent on meeting all funding requirements and could be withdrawn, thereby entitling the Commission to terminate this Agreement, if the procedures are not completed. The Consultant's files shall be maintained in a manner to facilitate State process reviews. In addition, Caltrans may require that prior to performance of any work for which funding reimbursement through Caltrans is requested and provided, that Caltrans must give to Commission an "Authorization to Proceed".

4. Audit Procedures.

4.1 Consultant and certain subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an Independent Cost Review (ICR) Audit, or a CPA ICR audit work paper review. If selected for audit or review, this Agreement, Consultant's cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. This Agreement, Consultant's cost proposal, and ICR shall be adjusted by Consultant and approved by the Commission's contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into this Agreement by this reference if directed by Commission at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of the Agreement terms and cause for termination of this Agreement and disallowance of prior reimbursed costs. Additional audit provisions applicable to this Agreement are set forth in Sections 22 and 23 of this Agreement.

Section 4.2 and 4.3 shall apply to the extent applicable to the Task Order and funding source.

4.2 During any Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, Commission will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines is received and approved by Caltrans.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
- c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

4.3 If Caltrans is unable to issue a cognizant letter per Section 4.2 above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the Caltrans' management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

If the Consultant fails to comply with the provisions of this Section 4, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in Section 4.2 above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

Consultant may submit to Commission final invoice only when all of the following items have occurred: (1) Caltrans accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of Commission; and, (3) Caltrans has issued its final ICR review letter. The Consultant must submit its final invoice to Commission no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all Task Orders issued under this Agreement, and all other agreements executed between the Commission and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

5. Term.

5.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and Consultant shall commence work after notification to proceed by Commission's Contract Administrator. This Agreement shall end on September 30, 2024, unless extended by contract amendment. The Commission may extend the term of this Agreement, in its sole discretion, for one additional two (2) year period.

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

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

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

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

8. Substitution of Key Personnel. Consultant has represented to the Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by the Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are: **Basem Muallem, Nathan Ortega, Robert Williams, Karen Hankinson, Aaron Silver**, or as otherwise identified in the Task Order.

9. Standard of Care; Licenses. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally

required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the Commission, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Commission, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

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

11. Project Progress.

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

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

11.3 Progress Reports. As part of its monthly invoice, Consultant shall submit a progress report, in a form determined by the Commission, which will indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by Consultant shall be a condition precedent to receipt of payment from the Commission for each monthly invoice submitted.

12. Delay in Performance.

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

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

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

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

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

15. Opportunity to Cure; Inspection of Work. Commission may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the Commission, and the cost thereof charged to Consultant. Consultant shall allow the Commission's Contract Administrator and Caltrans to inspect or review Consultant's work in progress at any reasonable time.

16. Claims Filed by Contractor.

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

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

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

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

17. Final Acceptance. Upon determination by the Commission that Consultant has satisfactorily completed the Services required under this Agreement and within the term set forth herein the Commission shall give Consultant a written Notice of Final Acceptance. Upon receipt of such notice, Consultant shall incur no further costs hereunder, unless otherwise specified in the Notice of Final Acceptance. Consultant may request issuance of a Notice of Final Acceptance when, in its opinion, it has satisfactorily completed all Services required under the terms of this Agreement. In the event copyrights are permitted under this Agreement, then in connection with Federal funding, it is hereby acknowledged and agreed that the United States Department of Transportation shall have the royalty-free non-exclusive and irrevocable right to

reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

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

19. Fees and Payment.

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

19.2 In addition to the allowable incurred costs, Commission shall pay Consultant a fixed fee to be set forth in each Task Order ("Fixed Fee"). The Fixed Fee is

nonadjustable for each Task Order, except in the event of a significant change in the Scope of Services, and such adjustment is made by written amendment.

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

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

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

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

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

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

19.8 The total amount payable by Commission, including the Fixed Fee, shall not exceed the amount set forth in each Task Order.

19.9 Commission has or will enter into four (4) task order contracts for performance of the Scope of Services identified in Exhibit "A", including this Agreement ("Design & Environmental Services Task Order Contracts"). The other Design & Environmental Services Task Order Contracts are HDR Engineering Inc.; Moffatt and Nichol; and STV Incorporated. The total amount payable by Commission for the Design & Environmental Services Task Order Contracts shall not exceed a cumulative maximum total value of **Ten Million Dollars (\$10,000,000)** ("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 Design & Environmental Services Task Order Contracts through Task Orders. Each time a Task Order is awarded under any of the Design & Environmental Services Task Order Contracts, Commission must send written notification to Consultant and each of the other consultants entering into the Design & Environmental Services Task Order Contracts. The notice must identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Commission must not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task Order that exceeds the NTE Sum.

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

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

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

20. Disputes.

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

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

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

21. Termination.

21.1 Commission reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant, for any or no reason, with the reasons for termination stated in the notice. Commission may terminate Services under a Task Order, at any time, for any or no reason, with the effective date of termination to be specified in the notice of termination of Task Order.

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

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

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

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

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

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

21.8 Consultant may not terminate this Agreement except for cause.

22. Cost Principles and Administrative Requirements.

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

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

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

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

23. Retention of Records/Audit. For the purpose of determining compliance with, as applicable, 2 CFR Part 200, Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and Commission shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during 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 or Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to this Agreement and, if applicable, indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

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

24. Audit Review Procedures.

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

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

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

25. Subcontracting.

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

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

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

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

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

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

26. Equipment Purchase

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

26.2 For purchase of any item, service or consulting work not covered in 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.

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

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

27. Labor Code Requirements.

27.1 Prevailing Wages.

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

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

(c) When prevailing wages apply to the Services described in the Scope of Services, transportation and subsistence costs shall be reimbursed at the

minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

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

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

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

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

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade

shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

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

28. Ownership of Materials/Confidentiality.

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

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

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

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

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

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for

wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

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

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

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

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

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

29. Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold Commission, Caltrans and their directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, inverse condemnation, and any claims related to property acquisition and relocation rules or failure to detect or abate hazardous materials, which are brought by a third party, and which , in any manner arise out of or are incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, Caltrans, and their directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission, Caltrans or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, Caltrans and their directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, Caltrans or their directors, officials officers, employees, consultants, agents, or volunteers. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

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

30. Insurance.

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

30.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to

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

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

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

30.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. For Consultant, such insurance shall be in an amount not less than \$1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. Subconsultants of Consultant shall obtain such insurance in an amount not less than \$2,000,000 per claim. Notwithstanding the foregoing, the Commission may consider written requests to lower or dispense with the errors and omissions liability insurance requirement contained in this Section for certain subconsultants of Consultant, on a case-by-case basis, depending on the nature and scope of the Services to be provided by the subconsultant. Approval of such request shall be in writing, signed by the Commission's Contract Administrator.

30.4 Aircraft Liability Insurance. Prior to conducting any Services requiring use of aircraft, Consultant shall procure and maintain, or cause to be procured and maintained, aircraft liability insurance or equivalent form, with a single limit as shall

be required by the Commission. Such insurance shall include coverage for owned, hired and non-owned aircraft and passengers, and shall name, or be endorsed to name, the Commission, Caltrans and their directors, officials, officers, employees and agents as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant.

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

(a) General Liability.

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

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

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

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

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

(c) Workers' Compensation and Employers Liability Coverage.

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

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

(d) All Coverages.

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

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

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

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

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage

continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

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

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

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

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

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

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

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

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

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

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

32. Additional Work. Any work or activities that are in addition to, or otherwise outside of, the Services to be performed pursuant to this Agreement shall only be performed pursuant to a separate agreement between the parties. Notwithstanding the foregoing, the Commission's Executive Director may make a change to the Agreement, other than a Cardinal Change. For purposes of this Agreement, a Cardinal Change is a change which is "outside the scope" of the Agreement; in other words, work which should not be regarded as having been fairly and reasonably within the contemplation of the parties when the Agreement was entered into. An example of a change which is not a Cardinal Change would be where, in a contract to construct a building there are many changes in the materials used, but the size and layout of the building remains the same.

Cardinal Changes are not within the authority of this provision to order, and shall be processed by the Commission as "sole source" procurements according to applicable law, including the requirements of FTA Circular 4220.1D, paragraph 9(f).

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

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

33. Prohibited Interests.

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

33.2 Consultant Conflict of Interest.

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

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

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

(d) Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under

this Agreement is also employed by the construction contractor for any project included within this Agreement.

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

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

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

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

33.7 Covenant Against Expenditure of Commission, State or Federal Funds for Lobbying. The Consultant certifies that to the best of his/ her knowledge and belief no state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of the Consultant to any person for the purpose of influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the award of any state or federal contract, grant, loan, or cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(a) If any funds other than federal appropriated funds have been paid, or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this Agreement, the Consultant shall complete and submit the attached Exhibit "F", Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the attached instructions.

(b) The Consultant's certification provided in this Section is a material representation of fact upon which reliance was placed when this Agreement was entered into, and is a prerequisite for entering into this Agreement pursuant to Section 1352, Title 31, US. Code. Failure to comply with the restrictions on expenditures, or the disclosure and certification requirements set forth in Section 1352, Title 31, US. Code may result in a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(c) The Consultant also agrees by signing this Agreement that he/she shall require that the language set forth in this Section 3.23.5 be included in all Consultant subcontracts which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

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

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

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

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

37. Disputes; Attorneys' Fees.

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

37.2. If the Parties are unable to resolve a dispute after attempting in good faith to do so, the Parties may seek any other available remedy to resolve the dispute. If

either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and, all other costs of such actions.

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

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

40. 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:

RailPros

3850 Vine Street, Suite 110
Riverside, CA 92507
Attn: Douglas B. Sawyer

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.

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

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

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

44. 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.

45. Provisions Applicable When State Funds or Federal Funds Are Involved. When funding for the Services under a Task Order is provided, in whole or in part, from

Caltrans, Consultant shall also fully and adequately comply with the provisions included in Exhibit "C" (California Department of Transportation requirements) attached hereto and incorporated herein by reference. When funding for the Services under a Task Order is provided, in whole or in part, from the FTA, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (FTA Requirements) attached hereto and incorporated herein by reference.

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

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

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

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

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

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

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

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

54. No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any

rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

[Signatures on following page]

DRAFT

**SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT
WITH FTA AND PROPOSITION 1B FUNDING/ASSISTANCE**

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

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

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

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

EXHIBIT "A"

SCOPE OF WORK

The Commission intends to contract with an on-call "bench" of qualified consultants to provide Design Engineering and Environmental services for Commuter Rail Station Capital Improvement Projects on an on-call basis pursuant to task orders to be issued in accordance with the terms of this RFQ and the Commission's model agreement. The selected consultants will supplement the work of the Commission Staff in accordance with the specifications described herein.

Projects for which design engineering and environmental services may be required include transit and commuter rail station facility amenities and improvements, station platform improvements, passenger shelters, pedestrian connections, pedestrian bridge structures, pedestrian at-grade railroad crossings, parking structures, parking lot improvements/rehabilitation/expansions, fencing for access control, bicycle paths and bicycle storage solutions and landscaping. Services may be required for station related track addition/rehabilitation/replacement, railroad signal systems, railroad grade crossings, Quiet Zones, layover facilities, station security and safety elements. The foregoing generally described projects may include upgrade to technology with improved ticket vending machines, customer information kiosks, communicator upgrades, signage and potentially wireless connectivity.

As design engineering and environmental services needs arise, the Commission will develop a brief scope of work and will issue a request for task order proposals to the bench of contracted firms selected pursuant to this RFQ. Award of task orders will be made to the firm: (i) determined most qualified based on a review of the task order proposals in accordance with the review criteria to be set forth in the request for task order, and (ii) proposing a reasonable price, as determined by the Commission. If the Commission and the first ranked firm are unable to negotiate a reasonable price for the task order work, negotiations shall commence with the next highest ranked firm, and shall continue until a task order is awarded. For non-State or non-federally funded task orders, the Commission may include price as a consideration in task order proposal evaluation and award, and/or may issue task orders in accordance with procedures determined to be in the Commission's best interest.

Approval and authorization to proceed for the designated scope of work will be documented in an Agreement Task Order (ATO). The consultant will be required to commence work within five days or sooner after receiving a fully executed ATO.

Payment for each ATO will be in accordance with the Cost Proposal conditions in the selected consultant's parent agreement.

These services will be funded using a variety of federal, state, and local funds. The consultant shall meet all the requirements associated with the specific fund type associated with each ATO and the funding will be identified at the time the scope of work is released.

Work Activities:

All work will be performed to meet the latest Local, State and Federal standards as they are applicable to the element of work being performed. The activities listed in this scope of work are intended to be delivered to support the 30%, 60%, 95% and 100% reviews that are typically used to review Plans Specifications & Estimate (PS&E) packages led by Local Agencies. Prevailing wage shall be paid for all work activities subject to California Labor Code Sections 1720 et seq. and 1770 et. Seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws").

Consultant's SOQ should discuss how will address the following primary activities:

PART 1- Environmental – environmental documentation to comply with the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA) and all applicable state and federal requirements, supporting technical reports and studies, surveys, mitigation, conceptual analysis, design permits and construction support.

Final Environmental Document and Preliminary Engineering Services

1. Project Management
2. Risk Management
3. Prepare, or subcontract for the preparation of all required Technical Studies, Reports, data collection and documentation to support the CEQA/NEPA reports, including but not necessarily limited to: Air Quality, Biology, Cultural Resources, including Section 106 compliance, Native American consultation (including AB 52 compliance when RCTC is the CEQA Lead Agency), Archaeology, Hazardous Waste, Noise and Vibration, Paleontology, Section 4(f) Evaluations, Water Quality and Geotechnical materials
4. Survey and Mapping activities for the project area to support preliminary engineering activities and environmental studies and preliminary plans
5. Processing all forms, maps and documents required for required permits.
6. Prepare, or subcontract for the preparation of all required technical studies and reports to support preparation of final PS&E, including but not necessarily limited to: stormwater management plan, water quality, geotechnical, structural section recommendation, structure design
7. Other miscellaneous studies that the Offeror recommends performing in order to expedite project delivery
8. Coordination Meetings with the Commission, State, Federal, County of Riverside and local agencies
9. Coordination, reviews and approvals with Federal Transit Administration (FTA), Federal Railroad Administration (FRA), California Public Utilities Commission (CPUC) affected local agencies/jurisdictions, Burlington Northern Santa Fe (BNSF)

Railroad, Union Pacific Railroad (UPRR), Southern California Regional Rail Authority (SCRRA), U.S. Army Corps of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), Western Riverside Regional Conservation Authority (RCA), Santa Ana Regional Water Quality Control Board (RWQCB), and others as required

10. Public Outreach and Marketing- Public meetings, publications, media placements. Graphics – PowerPoint, exhibits, simulations and ad development

Part 2-Plans Specification and Estimate Services

Prepare, or subcontract for the preparation of all required technical studies and reports to support preparation of final plans, specifications, & estimates, including but not necessarily limited to:

11. Hydraulic Engineering
12. Structural Engineering
13. Geotechnical Engineering
14. Utility Identification, Potholing and Coordination
15. Surveying – Topography, boundary, record maps, right of way for Preliminary Engineering and final PS&E
16. Right of way – right of way engineering, legals and plats
17. Storm Water Pollution Prevention Plan (SWPPP) Preparation and Notice of Intent preparation and submittal
18. Environmental Coordination, as required
19. Railroad coordination and development and finalization of a design, construction, Memorandum of Understanding and/or Construction and Maintenance agreement, if required.
20. Coordination, reviews and approvals with USACE, USFWS, CDFW, RCA, RWQCB, FTA, FRA, CPUC affected local agencies/jurisdictions, BNSF, UPRR, SCRRA, and others, as required.
21. Provide and setup document control system
22. Prepare and process all forms, maps and documents needed for required permits
23. Preparation of hard copy and electronic/CAD drawings (reproducible drawings)
24. Provide copies of reports, drawings and specifications to the Commission at each stage of submittal
25. Provide Value Engineering, Risk Management Plan and Constructability review prior to final design.
26. Development of Plans, Specifications, and Cost Estimate.

27. Provide bid support services including: review bid questions and draft responses' draft addenda to bid documents
28. Provide Construction Support Services (for example but not limited to: Review, respond to Request for Information, Request for Quote; Submittal and Shop Drawing Review and Approval, Coordination with Commission for any Shop Drawing Approvals, provided revised drawings and/or specifications resulting from Contract Change Orders, Claims review and response)
29. Participate in final walk through and provide comments/recommendations to final punch list.
30. Update electronic/CAD plans to include As-Built revisions and digitally sign

A. General Requirements

The consultant is expected to prepare all reports, studies and plans to meet Local, State and Federal requirements. Commission staff will provide overall project coordination, and will handle administrative matters. Commission staff will provide oversight, guidance and interpretation on matters relating to policies and regulations.

B. Meetings/Public Involvement

The consultant will be required to meet with the Commission staff, Bechtel and other agencies that may include State, Federal, Riverside County, SCRRA, BNSF, UPRR, cities of Corona, Jurupa Valley, Perris, March Joint Powers Authority (MJPA) and Riverside, USACE, USFWS, CDFW, WQCB, RCA FTA, other public agencies, and private entities located within the Project boundaries on a regular basis. Project Development Team (PDT) meetings will be held monthly with the project stakeholders.

C. Final Products/deliverables

Specific final products/deliverables related to the project are listed below:

- Final Environmental Document and Notice of Completion and/or Record of Decision, as appropriate
- Final Environmental permits
- Approved Technical Reports
- Survey Data
- Agenda, public notices and presentation material to support public hearings and responses to comments received during the environmental document public availability period
- Value Engineering Studies, Risk Management Plan and Constructability Analysis

- Final Plans, Specification, and Cost Estimates (electronic versions plus 1 Full Size (D-Size) and 1 half size copy of final drawings, also provide electronic versions plus hard copies of all reports, Specifications and Estimate).
- Final Water Quality Management Plan
- Final Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI)
- Materials Report, Log of Test Borings, and Materials Information Write-Up for Bidders
- Project Cross Sections, for Earthwork, for Bidders
- Final Bridge Structural Report
- Final Drainage and Hydraulic Reports
- Final Right of Way Drawings, Legals and Plats
- Final Utility Drawings and Notice to Relocate
- Final electronic/CAD As-Builts for the Project

Other products to match your work activities as described in Section B above.

DRAFT

EXHIBIT “B” – COMPENSATION AND PAYMENT

DRAFT

COMPENSATION SUMMARY¹

TOTAL COST

ains to total contract award amount. Compensation adjustments between
n authorized may not be exceeded.

ains to total contract award amount. Comp
n authorized may not be exceeded.

EXHIBIT "C"

CALTRANS REQUIREMENTS/ PROP 1 B PROVISIONS

1. STATEMENT OF COMPLIANCE.

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

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

2. DEBARMENT AND SUSPENSION CERTIFICATION

A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to Commission.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

3. PROMPT PAYMENT

Consultant agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 10 days from the receipt of each payment the Consultant receives from the Commission. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Commission.

4. RELEASE OF RETAINAGE

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

5. LEGAL REMEDIES

In addition to those contract remedies set forth under relevant provisions of California law, either Party to this Agreement may, where applicable, seek legal redress for violations of this Agreement pursuant to the relevant provisions of 49 C.F.R. Parts 23 and 26, to the relevant federal or state statutory provisions governing civil rights violations, and to the relevant federal and state provisions governing false claims or "whistleblower" actions, as well as any and all other applicable federal and state provisions of law.

The Consultant shall include a provision to this effect in each of its agreements with its subcontractors.

6. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

7. INVENTIONS.

Rights to Inventions and Data Made Under a Contract or Agreement — Consultant shall comply with Federal requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Contract, and shall be in compliance with 10 CFR 600.325 and Appendix A—Patent and Data Rights to Subpart D, Part 600.

8. ENVIRONMENTAL COMPLIANCE

A. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

B. 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 (Pub. L. 94-163, 89 Stat. 871).

C. Energy Policy and Conservation Act (Pub. L. 94—163, 89 Stat. 871.) — Consultant shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871), which are incorporated by reference in this Contract. (10 CFR 600.236(i)(13).)

EXHIBIT “D” FTA PROVISIONS

DRAFT

FTA FUNDING REQUIREMENTS (Non-construction/maintenance work)

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 Consultant 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, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Consultant 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 subconsultant who will be subject to its provisions.

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

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

b. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under 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 Consultant, to the extent the Federal Government deems appropriate.

c. The Consultant 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 subconsultant who will be subject to the provisions.

3. Access to Records

The Consultant 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 Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant'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 Consultant 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 Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RCTC and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant'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 Consultant 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 Consultant 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 Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 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 Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant 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 Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant 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 Consultant 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 Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant 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.

D. Race-Neutral DBE Submissions and Ongoing Reporting Requirements (Post-Award): At termination of the Contract, 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 Agreement, 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 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 this Agreement, 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 this Agreement, 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 Consultant 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. Debarment and Suspension.

The Consultant agrees to the following:

- (1) It will comply with the following requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200.
- (2) It will not enter into any "covered transaction" (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any subconsultant whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by— (i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200; (ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180; and (iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended recipients or third party participants.
- (3) It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 CFR Part 1200.

9. ADA Access Requirements

The Consultant 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).

10. Fly America

To the extent applicable to the Services, the Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their consultants 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 Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide

a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

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

To the extent applicable to the Services, the Consultant 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 Consultant in the case of a subconsultant'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 – Not applicable.

12. Employment Provisions

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

- A. Equal Employment Opportunity — Not applicable.
- B. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c) — Not applicable.
- C. Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333) —Not applicable.

D. Release of Retainage

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

available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant or deficient subconsultant performance, or noncompliance by a subconsultant.

13. Termination for Convenience

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

After such termination, the Consultant shall submit a final termination settlement proposal to RCTC as directed. If the Consultant fails to submit a proposal within the time allowed, RCTC may determine, on the basis of information available, the amount, if any due the Consultant because of the termination and shall pay the amount determined. After the Consultant's proposal is received, RCTC and Consultant 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 Consultant does not agree with this final determination or the determination resulting from the lack of timely submission of a proposal, the Consultant may appeal under the Disputes clause.

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

a. The Consultant may be declared in breach of this Agreement ("Breach") if the Consultant fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Consultant 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 Consultant of the Breach, and the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Subconsultants, the Consultant 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 Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and the Subconsultant, and without the fault or negligence of either of them, the

Consultant shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant 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 Consultant 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 17 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 Consultant. 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, Consultant 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 Consultant 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, Consultant 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.] - Consultants 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 Consultant 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 Consultant 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 Consultant 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.

d. The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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. SPECIAL PROVISION FOR PROMOTING COVID-19 SAFETY

Section 49. Centers for Disease Control and Prevention Order on Requirements for Persons to Wear Masks While on Conveyances and at Transportation Hubs.

(a) *Compliance with CDC Mask Order.* The Centers for Disease Control and Prevention (“CDC”) Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs (“CDC Mask Order”), applies to this Agreement. One of the objectives of the CDC Mask Order is “[m]aintaining a safe and operating transportation system.” Consultant agrees that it will comply, and will require all subconsultants to comply, with the CDC Mask Order.

(b) *Enforcement for non-compliance.* Consultant agrees that FTA and RCTC may take enforcement action for non-compliance with the CDC Mask Order, including: (1) enforcement actions authorized by 49 U.S.C. § 5329(g); (2) referring Consultant to the CDC or other Federal authority for enforcement action; (3) enforcement actions authorized by 2 CFR §§ 200.339 – .340; and (4) any other enforcement action authorized by Federal law or regulation.

22. 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 consultant 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 Consultant 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 Consultant or RCTC.

. The Consultant 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 Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this contract.

EXHIBIT "E"

CERTIFICATE OF CONSULTANT

I HEREBY CERTIFY that I am the _____ and duly authorized representative of the firm of _____ whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

By:

Signature

Name

Title

EXHIBIT “F” LOBBYING ACTIVITIES DISCLOSURE

DRAFT

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee RailPros, Inc. Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: 8. Federal Action Number, if known: 10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	7. Federal Program Name/Description: CFDA Number, if applicable _____ 9. Award Amount, if known: 11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: <u>Douglas B. Sawyer</u> Print Name: <u>Douglas B. Sawyer</u> Title: <u>Senior Vice President</u> Telephone No.: <u>714-454-6717</u> Date: <u>06/17/2021</u>		Authorized for Local Reproduction Standard Form - LLL


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NOT APPLICABLE

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Anil Verma Associates Tier <u>1</u> , if known 444 South Flower Street, Suite 1688 Los Angeles, CA 90071	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: RailPros 3850 Vine Street, Suite 110, Riverside, CA 92507 Congressional District, if known _____	
6. Congressional District, if known Federal Department/Agency: 8. Federal Action Number, if known: 10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	7. Federal Program Name/Description: CFDA Number, if applicable _____ 9. Award Amount, if known: 11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) (attach Continuation Sheet(s) if necessary)	
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Signature:  Print Name: Anil Verma, FAIA Title: President Telephone No.: (213) 624-6908 Date: 05/17/2021		Authorized for Local Reproduction Standard Form - LLL

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4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input checked="checked" type="checkbox"/> Subawardee Hydrosolutions Tier <u>1</u> , if known 7696 Newman Court, Highland, CA Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: RailPros 3850 Vine Street, Suite 110, Riverside, CA 92507 Congressional District, if known	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
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Signature: _____ Print Name: <u>Jarrold Miller</u> Title: <u>Principal</u> Telephone No.: <u>909-851-9628</u> Date: <u>5/24/21</u>		
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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier <u>1</u> , if known ICF Jones & Stokes, Inc. 49 Discovery Suite 250 Irvine, CA, 92618 Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: RailPros 3850 Vine Street, Suite 110, Riverside, CA 92507 Congressional District, if known	
6. Federal Department/Agency: 8. Federal Action Number, if known: 10. Name and Address of Lobby Entity N/A (If individual, last name, first name, MI) Not Applicable (attach Continuation Sheet(s) if necessary)	7. Federal Program Name/Description: CFDA Number, if applicable _____ 9. Award Amount, if known: 11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
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Signature: <u>Trina L. Fisher</u> Print Name: <u>Trina L Fisher</u> Title: <u>Contracts Administrator</u> Telephone No.: <u>916.231.7636</u> Date: <u>June 17, 2021</u>		
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4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Leighton, 41715 Enterprise Circle N, Tier <u>1</u> , if known Suite 103, Temecula, CA 92590 Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known	
6. Federal Department/Agency: N/A	7. Federal Program Name/Description: CFDA Number, if applicable <u>N/A</u>	
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Signature:  Print Name: <u>Kris R. Lutton, PG</u> Title: <u>Senior Vice President</u> Telephone No.: <u>(949) 681-4203</u> Date: <u>05/21/2021</u>		
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4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Rail Surveyors and Engineers, Inc. Tier <u>1</u> , if known 250 West First Street, Suite 226, Claremont, CA 91711 Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: RailPros 3850 Vine Street, Suite 110, Riverside, CA 92507 Congressional District, if known	
6. Federal Department/Agency: 8. Federal Action Number, if known: 10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	7. Federal Program Name/Description: CFDA Number, if applicable _____ 9. Award Amount, if known: 11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) (attach Continuation Sheet(s) if necessary)	
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Signature: _____ Print Name: <u>Phil Leong, PE</u> Title: <u>President</u> Telephone No.: <u>(650) 826-1858</u> Date: <u>5/20/2021</u>		Authorized for Local Reproduction Standard Form - LLL

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Agreement No. 21-33-064-00

**PROFESSIONAL SERVICES AGREEMENT
WITH FTA AND PROPOSITION 1B FUNDING ASSISTANCE**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
STV INCORPORATED
FOR ON-CALL
DESIGN ENGINEERING AND ENVIRONMENTAL SERVICES
FOR THE
CONSTRUCTION OF COMMUTER RAIL STATION CAPITAL IMPROVEMENT
PROJECTS**

Parties and Date.

This Agreement is made and entered into this ____ day of _____, 2021, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and **STV Incorporated** ("Consultant"), a **C Corporation**. The Commission and Consultant are sometimes referred to herein individually as "Party", and collectively as the "Parties".

Recitals.

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

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

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

D. A source of funding for payment for on-call professional consulting services provided under this Agreement may be Proposition 1B funds ("Prop 1B") funds administered by the California Department of Transportation ("Caltrans"), and/or funds from the Federal Transit Administration ("FTA"). This Agreement shall not be deemed to be approved by the Commission until the certification shown in Exhibit "E" attached hereto and incorporated herein by reference, is executed.

E. Consultant desires to perform and assume responsibility for the provision of certain on-call design engineering and environmental services for the construction of

commuter rail station capital improvement projects in the County of Riverside, California. Services shall be provided on the terms and conditions set forth in this Agreement and in the task order(s) to be solicited, awarded and authorized by Commission as further described in this Agreement ("Task Order"). Consultant represents that it is experienced in providing such services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

G. Commission desires to engage Consultant to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein and in each Task Order (each such project shall be designated a "Project" under this Agreement).

Terms.

1. General Scope of Services. Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply the on-call design engineering and environmental services for the Projects ("Services"). The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference. The 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 fully executed Task Order. 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.

2. Task Orders; Commencement of Services; Schedule of Services. Services under this Agreement shall be requested by the Commission pursuant to Task Order requests. If Commission accepts Consultant's Task Order proposal, Commission shall issue a purchase order or executed task order for the Services ("Commission's Task Order Authorization"). Consultant's agreement to the final terms of a proposed Task Order, Commission's Task Order Authorization and Consultant's commencement of the Services shall indicate the Parties' agreement to the terms of the relevant Task Order.

Consultant shall commence Services under a Task Order within five (5) days of receiving Commission's Task Order Authorization.

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

3. Pre-Award Audit. As a result of the funding for this Project, and to the extent Caltrans procedures apply in connection therewith, issuance of a "Notice to Proceed" or

other authorization to proceed under a Task Order may be contingent upon completion and approval of a pre-award audit. Any questions raised during the pre-award audit shall be resolved before the Commission will consider approval of this Agreement. The funding provided under this Agreement is contingent on meeting all funding requirements and could be withdrawn, thereby entitling the Commission to terminate this Agreement, if the procedures are not completed. The Consultant's files shall be maintained in a manner to facilitate State process reviews. In addition, Caltrans may require that prior to performance of any work for which funding reimbursement through Caltrans is requested and provided, that Caltrans must give to Commission an "Authorization to Proceed".

4. Audit Procedures.

4.1 Consultant and certain subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an Independent Cost Review (ICR) Audit, or a CPA ICR audit work paper review. If selected for audit or review, this Agreement, Consultant's cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. This Agreement, Consultant's cost proposal, and ICR shall be adjusted by Consultant and approved by the Commission's contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into this Agreement by this reference if directed by Commission at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of the Agreement terms and cause for termination of this Agreement and disallowance of prior reimbursed costs. Additional audit provisions applicable to this Agreement are set forth in Sections 22 and 23 of this Agreement.

Section 4.2 and 4.3 shall apply to the extent applicable to the Task Order and funding source.

4.2 During any Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, Commission will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines is received and approved by Caltrans.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
- c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

4.3 If Caltrans is unable to issue a cognizant letter per Section 4.2 above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the Caltrans' management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

If the Consultant fails to comply with the provisions of this Section 4, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in Section 4.2 above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

Consultant may submit to Commission final invoice only when all of the following items have occurred: (1) Caltrans accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of Commission; and, (3) Caltrans has issued its final ICR review letter. The Consultant must submit its final invoice to Commission no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all Task Orders issued under this Agreement, and all other agreements executed between the Commission and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

5. Term.

5.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and Consultant shall commence work after notification to proceed by Commission's Contract Administrator. This Agreement shall end on September 30, 2024, unless extended by contract amendment. The Commission may extend the term of this Agreement, in its sole discretion, for one additional two (2) year period.

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

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

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

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

8. Substitution of Key Personnel. Consultant has represented to the Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by the Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are: **Richard Quirk, Ali Mir, Jayna Harris, Andrew Sokol, Allyn Vogel, Jason Davidson, Mysore Satish, David Ungson, Tyler Bonstead, and Melissa Holguin**, or as otherwise identified in the Task Order.

9. Standard of Care; Licenses. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that its employees and subcontractors

have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the Commission, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Commission, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

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

11. Project Progress.

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

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

11.3 Progress Reports. As part of its monthly invoice, Consultant shall submit a progress report, in a form determined by the Commission, which will indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by Consultant shall be a condition precedent to receipt of payment from the Commission for each monthly invoice submitted.

12. Delay in Performance.

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

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

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

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

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

15. Opportunity to Cure; Inspection of Work. Commission may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the Commission, and the cost thereof charged to Consultant. Consultant shall allow the Commission's Contract Administrator and Caltrans to inspect or review Consultant's work in progress at any reasonable time.

16. Claims Filed by Contractor.

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

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

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

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

17. Final Acceptance. Upon determination by the Commission that Consultant has satisfactorily completed the Services required under this Agreement and within the term set forth herein the Commission shall give Consultant a written Notice of Final Acceptance. Upon receipt of such notice, Consultant shall incur no further costs hereunder, unless otherwise specified in the Notice of Final Acceptance. Consultant may request issuance of a Notice of Final Acceptance when, in its opinion, it has satisfactorily completed all Services required under the terms of this Agreement. In the event copyrights are permitted under this Agreement, then in connection with Federal funding, it is hereby acknowledged and agreed that the United States Department of Transportation shall have the royalty-free non-exclusive and irrevocable right to

reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

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

19. Fees and Payment.

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

19.2 In addition to the allowable incurred costs, Commission shall pay Consultant a fixed fee to be set forth in each Task Order ("Fixed Fee"). The Fixed Fee is

nonadjustable for each Task Order, except in the event of a significant change in the Scope of Services, and such adjustment is made by written amendment.

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

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

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

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

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

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

19.8 The total amount payable by Commission, including the Fixed Fee, shall not exceed the amount set forth in each Task Order.

19.9 Commission has or will enter into four (4) task order contracts for performance of the Scope of Services identified in Exhibit "A", including this Agreement ("Design & Environmental Services Task Order Contracts"). The other Design & Environmental Services Task Order Contracts are HDR Engineering Inc.; Moffatt and Nichol; and RailPros, Inc. The total amount payable by Commission for the Design & Environmental Services Task Order Contracts shall not exceed a cumulative maximum total value of **Ten Million Dollars (\$10,000,000)** ("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 Design & Environmental Services Task Order Contracts through Task Orders. Each time a Task Order is awarded under any of the Design & Environmental Services Task Order Contracts, Commission must send written notification to Consultant and each of the other consultants entering into the Design & Environmental Services Task Order Contracts. The notice must identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Commission must not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task Order that exceeds the NTE Sum.

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

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

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

20. Disputes.

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

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

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

21. Termination.

21.1 Commission reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant, for any or no reason, with the reasons for termination stated in the notice. Commission may terminate Services under a Task Order, at any time, for any or no reason, with the effective date of termination to be specified in the notice of termination of Task Order.

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

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

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

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

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

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

21.8 Consultant may not terminate this Agreement except for cause.

22. Cost Principles and Administrative Requirements.

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

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

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

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

23. Retention of Records/Audit. For the purpose of determining compliance with, as applicable, 2 CFR Part 200, Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and Commission shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during 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 or Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to this Agreement and, if applicable, indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

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

24. Audit Review Procedures.

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

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

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

25. Subcontracting.

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

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

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

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

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

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

26. Equipment Purchase

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

26.2 For purchase of any item, service or consulting work not covered in 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.

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

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

27. Labor Code Requirements.

27.1 Prevailing Wages.

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

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

(c) When prevailing wages apply to the Services described in the Scope of Services, transportation and subsistence costs shall be reimbursed at the

minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

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

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

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

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

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade

shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

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

28. Ownership of Materials/Confidentiality.

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

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

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

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

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

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for

wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

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

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

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

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

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

29. Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold Commission, Caltrans and their directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, inverse condemnation, and any claims related to property acquisition and relocation rules or failure to detect or abate hazardous materials, which are brought by a third party, and which, in any manner arise out of or are incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, Caltrans, and their directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission, Caltrans or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, Caltrans and their directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, Caltrans or their directors, officials, officers, employees, consultants, agents, or volunteers. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

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

30. Insurance.

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

30.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to

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

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

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

30.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. For Consultant, such insurance shall be in an amount not less than \$1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. Subconsultants of Consultant shall obtain such insurance in an amount not less than \$2,000,000 per claim. Notwithstanding the foregoing, the Commission may consider written requests to lower or dispense with the errors and omissions liability insurance requirement contained in this Section for certain subconsultants of Consultant, on a case-by-case basis, depending on the nature and scope of the Services to be provided by the subconsultant. Approval of such request shall be in writing, signed by the Commission's Contract Administrator.

30.4 Aircraft Liability Insurance. Prior to conducting any Services requiring use of aircraft, Consultant shall procure and maintain, or cause to be procured and maintained, aircraft liability insurance or equivalent form, with a single limit as shall

be required by the Commission. Such insurance shall include coverage for owned, hired and non-owned aircraft and passengers, and shall name, or be endorsed to name, the Commission, Caltrans and their directors, officials, officers, employees and agents as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant.

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

(a) General Liability.

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

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

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

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

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

(c) Workers' Compensation and Employers Liability Coverage.

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

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

(d) All Coverages.

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

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

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

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

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage

continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

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

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

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

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

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

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

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

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

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

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

32. Additional Work. Any work or activities that are in addition to, or otherwise outside of, the Services to be performed pursuant to this Agreement shall only be performed pursuant to a separate agreement between the parties. Notwithstanding the foregoing, the Commission's Executive Director may make a change to the Agreement, other than a Cardinal Change. For purposes of this Agreement, a Cardinal Change is a change which is "outside the scope" of the Agreement; in other words, work which should not be regarded as having been fairly and reasonably within the contemplation of the parties when the Agreement was entered into. An example of a change which is not a Cardinal Change would be where, in a contract to construct a building there are many changes in the materials used, but the size and layout of the building remains the same.

Cardinal Changes are not within the authority of this provision to order, and shall be processed by the Commission as "sole source" procurements according to applicable law, including the requirements of FTA Circular 4220.1D, paragraph 9(f).

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

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

33. Prohibited Interests.

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

33.2 Consultant Conflict of Interest.

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

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

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

(d) Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under

this Agreement is also employed by the construction contractor for any project included within this Agreement.

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

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

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

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

33.7 Covenant Against Expenditure of Commission, State or Federal Funds for Lobbying. The Consultant certifies that to the best of his/ her knowledge and belief no state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of the Consultant to any person for the purpose of influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the award of any state or federal contract, grant, loan, or cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(a) If any funds other than federal appropriated funds have been paid, or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this Agreement, the Consultant shall complete and submit the attached Exhibit "F", Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the attached instructions.

(b) The Consultant's certification provided in this Section is a material representation of fact upon which reliance was placed when this Agreement was entered into, and is a prerequisite for entering into this Agreement pursuant to Section 1352, Title 31, US. Code. Failure to comply with the restrictions on expenditures, or the disclosure and certification requirements set forth in Section 1352, Title 31, US. Code may result in a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(c) The Consultant also agrees by signing this Agreement that he/she shall require that the language set forth in this Section 3.23.5 be included in all Consultant subcontracts which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

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

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

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

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

37. Disputes; Attorneys' Fees.

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

37.2. If the Parties are unable to resolve a dispute after attempting in good faith to do so, the Parties may seek any other available remedy to resolve the dispute. If

either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and, all other costs of such actions.

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

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

40. 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:

STV Incorporated

9130 Anaheim Place, Ste. 210
Rancho Cucamonga, CA 91730
Attn: William J. Knapp

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.

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

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

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

44. 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.

45. Provisions Applicable When State Funds or Federal Funds Are Involved. When funding for the Services under a Task Order is provided, in whole or in part, from

Caltrans, Consultant shall also fully and adequately comply with the provisions included in Exhibit "C" (California Department of Transportation requirements) attached hereto and incorporated herein by reference. When funding for the Services under a Task Order is provided, in whole or in part, from the FTA, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (FTA Requirements) attached hereto and incorporated herein by reference.

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

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

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

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

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

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

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

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

54. No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any

rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

[Signatures on following page]

DRAFT

**SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT
WITH FTA AND PROPOSITION 1B FUNDING/ASSISTANCE**

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

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

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

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

EXHIBIT "A"

SCOPE OF WORK

The Commission intends to contract with an on-call “bench” of qualified consultants to provide Design Engineering and Environmental services for Commuter Rail Station Capital Improvement Projects on an on-call basis pursuant to task orders to be issued in accordance with the terms of this RFQ and the Commission’s model agreement. The selected consultants will supplement the work of the Commission Staff in accordance with the specifications described herein.

Projects for which design engineering and environmental services may be required include transit and commuter rail station facility amenities and improvements, station platform improvements, passenger shelters, pedestrian connections, pedestrian bridge structures, pedestrian at-grade railroad crossings, parking structures, parking lot improvements/rehabilitation/expansions, fencing for access control, bicycle paths and bicycle storage solutions and landscaping. Services may be required for station related track addition/rehabilitation/replacement, railroad signal systems, railroad grade crossings, Quiet Zones, layover facilities, station security and safety elements. The foregoing generally described projects may include upgrade to technology with improved ticket vending machines, customer information kiosks, communicator upgrades, signage and potentially wireless connectivity.

As design engineering and environmental services needs arise, the Commission will develop a brief scope of work and will issue a request for task order proposals to the bench of contracted firms selected pursuant to this RFQ. Award of task orders will be made to the firm: (i) determined most qualified based on a review of the task order proposals in accordance with the review criteria to be set forth in the request for task order, and (ii) proposing a reasonable price, as determined by the Commission. If the Commission and the first ranked firm are unable to negotiate a reasonable price for the task order work, negotiations shall commence with the next highest ranked firm, and shall continue until a task order is awarded. For non-State or non-federally funded task orders, the Commission may include price as a consideration in task order proposal evaluation and award, and/or may issue task orders in accordance with procedures determined to be in the Commission’s best interest.

Approval and authorization to proceed for the designated scope of work will be documented in an Agreement Task Order (ATO). The consultant will be required to commence work within five days or sooner after receiving a fully executed ATO.

Payment for each ATO will be in accordance with the Cost Proposal conditions in the selected consultant’s parent agreement.

These services will be funded using a variety of federal, state, and local funds. The consultant shall meet all the requirements associated with the specific fund type associated with each ATO and the funding will be identified at the time the scope of work is released.

Work Activities:

All work will be performed to meet the latest Local, State and Federal standards as they are applicable to the element of work being performed. The activities listed in this scope of work are intended to be delivered to support the 30%, 60%, 95% and 100% reviews that are typically used to review Plans Specifications & Estimate (PS&E) packages led by Local Agencies. Prevailing wage shall be paid for all work activities subject to California Labor Code Sections 1720 et seq. and 1770 et. Seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws").

Consultant's SOQ should discuss how will address the following primary activities:

PART 1- Environmental – environmental documentation to comply with the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA) and all applicable state and federal requirements, supporting technical reports and studies, surveys, mitigation, conceptual analysis, design permits and construction support.

Final Environmental Document and Preliminary Engineering Services

1. Project Management
2. Risk Management
3. Prepare, or subcontract for the preparation of all required Technical Studies, Reports, data collection and documentation to support the CEQA/NEPA reports, including but not necessarily limited to: Air Quality, Biology, Cultural Resources, including Section 106 compliance, Native American consultation (including AB 52 compliance when RCTC is the CEQA Lead Agency), Archaeology, Hazardous Waste, Noise and Vibration, Paleontology, Section 4(f) Evaluations, Water Quality and Geotechnical materials
4. Survey and Mapping activities for the project area to support preliminary engineering activities and environmental studies and preliminary plans
5. Processing all forms, maps and documents required for required permits.
6. Prepare, or subcontract for the preparation of all required technical studies and reports to support preparation of final PS&E, including but not necessarily limited to: stormwater management plan, water quality, geotechnical, structural section recommendation, structure design
7. Other miscellaneous studies that the Offeror recommends performing in order to expedite project delivery
8. Coordination Meetings with the Commission, State, Federal, County of Riverside and local agencies
9. Coordination, reviews and approvals with Federal Transit Administration (FTA), Federal Railroad Administration (FRA), California Public Utilities Commission (CPUC) affected local agencies/jurisdictions, Burlington Northern Santa Fe (BNSF)

Railroad, Union Pacific Railroad (UPRR), Southern California Regional Rail Authority (SCRRA), U.S. Army Corps of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), Western Riverside Regional Conservation Authority (RCA), Santa Ana Regional Water Quality Control Board (RWQCB), and others as required

10. Public Outreach and Marketing- Public meetings, publications, media placements. Graphics – PowerPoint, exhibits, simulations and ad development

Part 2-Plans Specification and Estimate Services

Prepare, or subcontract for the preparation of all required technical studies and reports to support preparation of final plans, specifications, & estimates, including but not necessarily limited to:

11. Hydraulic Engineering
12. Structural Engineering
13. Geotechnical Engineering
14. Utility Identification, Potholing and Coordination
15. Surveying – Topography, boundary, record maps, right of way for Preliminary Engineering and final PS&E
16. Right of way – right of way engineering, legals and plats
17. Storm Water Pollution Prevention Plan (SWPPP) Preparation and Notice of Intent preparation and submittal
18. Environmental Coordination, as required
19. Railroad coordination and development and finalization of a design, construction, Memorandum of Understanding and/or Construction and Maintenance agreement, if required.
20. Coordination, reviews and approvals with USACE, USFWS, CDFW, RCA, RWQCB, FTA, FRA, CPUC affected local agencies/jurisdictions, BNSF, UPRR, SCRRA, and others, as required.
21. Provide and setup document control system
22. Prepare and process all forms, maps and documents needed for required permits
23. Preparation of hard copy and electronic/CAD drawings (reproducible drawings)
24. Provide copies of reports, drawings and specifications to the Commission at each stage of submittal
25. Provide Value Engineering, Risk Management Plan and Constructability review prior to final design.
26. Development of Plans, Specifications, and Cost Estimate.

27. Provide bid support services including: review bid questions and draft responses' draft addenda to bid documents
28. Provide Construction Support Services (for example but not limited to: Review, respond to Request for Information, Request for Quote; Submittal and Shop Drawing Review and Approval, Coordination with Commission for any Shop Drawing Approvals, provided revised drawings and/or specifications resulting from Contract Change Orders, Claims review and response)
29. Participate in final walk through and provide comments/recommendations to final punch list.
30. Update electronic/CAD plans to include As-Built revisions and digitally sign

A. General Requirements

The consultant is expected to prepare all reports, studies and plans to meet Local, State and Federal requirements. Commission staff will provide overall project coordination, and will handle administrative matters. Commission staff will provide oversight, guidance and interpretation on matters relating to policies and regulations.

B. Meetings/Public Involvement

The consultant will be required to meet with the Commission staff, Bechtel and other agencies that may include State, Federal, Riverside County, SCRRA, BNSF, UPRR, cities of Corona, Jurupa Valley, Perris, March Joint Powers Authority (MJPA) and Riverside, USACE, USFWS, CDFW, WQCB, RCA FTA, other public agencies, and private entities located within the Project boundaries on a regular basis. Project Development Team (PDT) meetings will be held monthly with the project stakeholders.

C. Final Products/deliverables

Specific final products/deliverables related to the project are listed below:

- Final Environmental Document and Notice of Completion and/or Record of Decision, as appropriate
- Final Environmental permits
- Approved Technical Reports
- Survey Data
- Agenda, public notices and presentation material to support public hearings and responses to comments received during the environmental document public availability period
- Value Engineering Studies, Risk Management Plan and Constructability Analysis

- Final Plans, Specification, and Cost Estimates (electronic versions plus 1 Full Size (D-Size) and 1 half size copy of final drawings, also provide electronic versions plus hard copies of all reports, Specifications and Estimate).
- Final Water Quality Management Plan
- Final Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI)
- Materials Report, Log of Test Borings, and Materials Information Write-Up for Bidders
- Project Cross Sections, for Earthwork, for Bidders
- Final Bridge Structural Report
- Final Drainage and Hydraulic Reports
- Final Right of Way Drawings, Legals and Plats
- Final Utility Drawings and Notice to Relocate
- Final electronic/CAD As-Builts for the Project

Other products to match your work activities as described in Section B above.

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EXHIBIT “B” – COMPENSATION AND PAYMENT

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EXHIBIT "B"

COMPENSATION SUMMARY¹

FIRM	PROJECT TASKS/ROLE	COST
Prime Consultant:		
STV Incorporated	On-Call Design Engineering	\$ 5,500,000.00
Sub Consultants:		
Arellano Associates	Compliance and Coordination, Outreach and Marketing	300,000.00
Epic Land Solutions, Inc.	Right-of-Way	200,000.00
Fehr & Peers	Traffic	200,000.00
Ian Davidson Landscap Architecture, Inc.	Visual and Aesthetics, Landscape Architecture	200,000.00
JMDiaz, Inc.	Grade Crossings, Quiet Zones	400,000.00
Leighton Group, Inc.	Geotechnical, Hazardous Materials	200,000.00
LSA Associates, Inc.	Environmental Support Services	300,000.00
Pacific Railway Enterprises, Inc.	Signals and Communications	2,000,000.00
RSE, Inc.	Surveying and Mapping	500,000.00
Sanchez/Kamps Associates Design DBA SKA Design	Station Signage	200,000.00
TOTAL COSTS		\$ 10,000,000.00

¹ Commission authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.

EXHIBIT "C"

CALTRANS REQUIREMENTS/ PROP 1 B PROVISIONS

1. STATEMENT OF COMPLIANCE.

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

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

2. DEBARMENT AND SUSPENSION CERTIFICATION

A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to Commission.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

3. PROMPT PAYMENT

Consultant agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 10 days from the receipt of each payment the Consultant receives from the Commission. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Commission.

4. RELEASE OF RETAINAGE

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

5. LEGAL REMEDIES

In addition to those contract remedies set forth under relevant provisions of California law, either Party to this Agreement may, where applicable, seek legal redress for violations of this Agreement pursuant to the relevant provisions of 49 C.F.R. Parts 23 and 26, to the relevant federal or state statutory provisions governing civil rights violations, and to the relevant federal and state provisions governing false claims or "whistleblower" actions, as well as any and all other applicable federal and state provisions of law.

The Consultant shall include a provision to this effect in each of its agreements with its subcontractors.

6. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

7. INVENTIONS.

Rights to Inventions and Data Made Under a Contract or Agreement — Consultant shall comply with Federal requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Contract, and shall be in compliance with 10 CFR 600.325 and Appendix A—Patent and Data Rights to Subpart D, Part 600.

8. ENVIRONMENTAL COMPLIANCE

A. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

B. 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 (Pub. L. 94-163, 89 Stat. 871).

C. Energy Policy and Conservation Act (Pub. L. 94—163, 89 Stat. 871.) — Consultant shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871), which are incorporated by reference in this Contract. (10 CFR 600.236(i)(13).)

EXHIBIT “D” FTA PROVISIONS

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FTA FUNDING REQUIREMENTS (Non-construction/maintenance work)

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 Consultant 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, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Consultant 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 subconsultant who will be subject to its provisions.

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

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

b. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under 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 Consultant, to the extent the Federal Government deems appropriate.

c. The Consultant 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 subconsultant who will be subject to the provisions.

3. Access to Records

The Consultant 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 Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant'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 Consultant 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 Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RCTC and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant'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 Consultant 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 Consultant 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 Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 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 Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant 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 Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant 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 Consultant 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 Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant 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.

D. Race-Neutral DBE Submissions and Ongoing Reporting Requirements (Post-Award): At termination of the Contract, 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 Agreement, 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 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 this Agreement, 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 this Agreement, 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 Consultant 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. Debarment and Suspension.

The Consultant agrees to the following:

- (1) It will comply with the following requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200.
- (2) It will not enter into any "covered transaction" (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any subconsultant whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by— (i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200; (ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180; and (iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended recipients or third party participants.
- (3) It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 CFR Part 1200.

9. ADA Access Requirements

The Consultant 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).

10. Fly America

To the extent applicable to the Services, the Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their consultants 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 Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide

a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

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

To the extent applicable to the Services, the Consultant 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 Consultant in the case of a subconsultant'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 – Not applicable.

12. Employment Provisions

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

- A. Equal Employment Opportunity — Not applicable.
- B. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c) — Not applicable.
- C. Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333) —Not applicable.

D. Release of Retainage

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

available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant or deficient subconsultant performance, or noncompliance by a subconsultant.

13. Termination for Convenience

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

After such termination, the Consultant shall submit a final termination settlement proposal to RCTC as directed. If the Consultant fails to submit a proposal within the time allowed, RCTC may determine, on the basis of information available, the amount, if any due the Consultant because of the termination and shall pay the amount determined. After the Consultant's proposal is received, RCTC and Consultant 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 Consultant does not agree with this final determination or the determination resulting from the lack of timely submission of a proposal, the Consultant may appeal under the Disputes clause.

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

a. The Consultant may be declared in breach of this Agreement ("Breach") if the Consultant fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Consultant 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 Consultant of the Breach, and the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Subconsultants, the Consultant 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 Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and the Subconsultant, and without the fault or negligence of either of them, the

Consultant shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant 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 Consultant 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 17 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 Consultant. 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, Consultant 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 Consultant 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, Consultant 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.] - Consultants 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 Consultant 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 Consultant 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 Consultant 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.

d. The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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. SPECIAL PROVISION FOR PROMOTING COVID-19 SAFETY

Section 49. Centers for Disease Control and Prevention Order on Requirements for Persons to Wear Masks While on Conveyances and at Transportation Hubs.

(a) Compliance with CDC Mask Order. The Centers for Disease Control and Prevention (“CDC”) Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs (“CDC Mask Order”), applies to this Agreement. One of the objectives of the CDC Mask Order is “[m]aintaining a safe and operating transportation system.” Consultant agrees that it will comply, and will require all subconsultants to comply, with the CDC Mask Order.

(b) Enforcement for non-compliance. Consultant agrees that FTA and RCTC may take enforcement action for non-compliance with the CDC Mask Order, including: (1) enforcement actions authorized by 49 U.S.C. § 5329(g); (2) referring Consultant to the CDC or other Federal authority for enforcement action; (3) enforcement actions authorized by 2 CFR §§ 200.339 – .340; and (4) any other enforcement action authorized by Federal law or regulation.

22. 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 consultant 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 Consultant 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 Consultant or RCTC.

. The Consultant 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 Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this contract.

EXHIBIT "E"

CERTIFICATE OF CONSULTANT

I HEREBY CERTIFY that I am the _____ and duly authorized representative of the firm of _____ whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

By: _____

Signature

Name

Title

EXHIBIT “F” LOBBYING ACTIVITIES DISCLOSURE

DRAFT

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: <u>William J. Knapp</u> Print Name: <u>William J. Knapp</u> Title: <u>Senior Vice President</u> Telephone No.: <u>(510) 350-0092</u> Date: <u>6/17/2021</u>		
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Signature: _____ Print Name: Genoveva L. Arellano Title: Principal Telephone No.: (909) 627-2974 Date: 06/17/2021 Authorized for Local Reproduction Standard Form - LLL		

Federal Use Only:

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Signature: <u>Karen Star</u> Print Name: <u>Karen Star</u> Title: <u>President, Epic Land Solutions, Inc.</u> Telephone No.: <u>(951) 321-1834</u> Date: <u>5/24/2021</u>		
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Signature: _____ Print Name: Jason Pack Title: Principal Telephone No.: 949.308.6300 Date: 6/17/2021		
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Signature: _____ Print Name: <u>Ian Davidson</u> Title: <u>President</u> Telephone No.: <u>951 683-1283</u> Date: <u>5-24-21</u>		Authorized for Local Reproduction Standard Form - LLL

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6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
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12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input checked="" type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
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Signature: _____ Print Name: Juan M. Diaz, MBA, PE Title: President/CEO Telephone No.: 626.820.1137 X1101 Date: 6/17/2021 Authorized for Local Reproduction Standard Form - LLL		

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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Signature:  Print Name: <u>Kris R. Lutton, PG</u> Title: <u>Senior Vice President</u> Telephone No.: <u>(949) 681-4203</u> Date: <u>05/24/2021</u>		Authorized for Local Reproduction Standard Form - LLL

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Signature:  Print Name: Mike Trotta Title: Chief Executive Officer Telephone No.: (949) 553-0666 Date: 5/24/2021	Authorized for Local Reproduction Standard Form - LLL
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Signature: <u>Jennifer A. Purcell</u> Print Name: <u>Jennifer A. Purcell, PE</u> Title: <u>President / CEO</u> Telephone No.: <u>951-784-4630</u> Date: <u>5/17/21</u>		
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Signature: _____ Print Name: <u>Phil Leong, PE</u> Title: <u>President</u> Telephone No.: <u>(650) 826-1858</u> Date: <u>5/20/2021</u>		Authorized for Local Reproduction Standard Form - LLL

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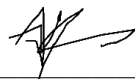
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Signature:  Print Name: <u>Joseph Stoddard</u> Title: <u>Principal</u> Telephone No.: <u>626.403.5870</u> Date: <u>5/24/21</u>		Authorized for Local Reproduction Standard Form - LLL
SKA Design has had no lobbying activities. Federal Use Only:		

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		Signature:  Print Name: <u>Arturo Silva</u> Title: <u>Chief Operations Officer</u> Telephone No.: <u>714-521-5393</u> Date: <u>6-7-2021</u>
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Signature: <u>Deon Bender</u> Print Name: <u>Deon Bender, PE</u> Title: <u>Managing Principal</u> Telephone No.: <u>213.488.4911</u> Date: <u>5/24/2021</u>		
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AGENDA ITEM 6E

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	October 13, 2021
TO:	Riverside County Transportation Commission
FROM:	Western Riverside County Programs and Projects Committee Martha Masters, Senior Management Analyst Jenny Chan, Planning and Programming Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	City of Lake Elsinore Request for Additional Funds for Construction of Interstate 15/Main Street Interchange Improvement Project

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve additional programming of \$2,463,000 of 2009 Measure A Western County Regional Arterial (MARA) funds for the city of Lake Elsinore's (Lake Elsinore) Interstate 15 (I-15)/Main Street Interchange Improvement Project (Main Street IC);
- 2) Approve Agreement No. 20-72-089-01, Amendment No. 1 to Agreement No. 20-72-089-00, between the Commission and Lake Elsinore for the additional programming of \$2,463,000 of MARA for the construction phase of Main Street IC and a total amount not to exceed \$7,946,000;
- 3) Approve an adjustment to the Fiscal Year (FY) 2021/22 budget to increase construction expenditures in the amount of \$2,463,000; and
- 4) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement.

BACKGROUND INFORMATION:

At the March 11, 2020 Commission meeting, staff recommended award of a construction contract for the I-15/Railroad Canyon Road Interchange Project (Railroad Canyon IC), which the Commission is constructing on behalf of Lake Elsinore. The construction contract came in more than \$7 million under the engineer's estimate. As a result, Commissioner Magee (Lake Elsinore) requested that Railroad Canyon IC cost savings be applied to Lake Elsinore's Main Street IC.

As shown on the location map to Attachment 2, the project is located along I-15 between Central Avenue/State Route 74 to the north and Railroad Canyon Road to the south. The Main Street IC improvements include: widening Main Street from 2 to 4 lanes, ramp metering, improvements to north- and south-bound on and off ramps, and installation of traffic signals at the ramp intersections. The interchange is currently a diamond configuration and the proposed

signalization and ramp widening will extend the life of the interchange. Lake Elsinore and Caltrans are partnering on the project.

The project received an environmental Categorical Exemption determination, signed on March 2, 2018. Caltrans approved an encroachment permit on May 31, 2019 and is making a \$476,000 funding contribution.

Lake Elsinore completed construction of improvements to Camino Del Norte and completed design for the improved Main Street IC. The nexus between using savings from the Railroad Canyon IC on the Main Street IC was to provide a safe detour and access point to I-15 during Railroad Canyon IC construction (currently underway) and to continue the Railroad Canyon/new Franklin Interchange Project into Phase 2 whereby the Main Street IC is the first component.

At the June 10, 2020 Commission meeting, \$5,483,000 of 2009 MARA funds were approved for the Lake Elsinore's Main Street IC, as the city had a funding gap based on the available funding and engineer's estimate.

DISCUSSION:

The Main Street IC construction phase advertisement closed on September 9, 2021. All three bids came in higher than the engineer's estimate. An analysis of the bids indicate that the costs for items such as temporary railing and silt fencing have increased, in addition to structural excavations, aggregate base, structural concrete, shotcrete, and signals which have increased dramatically. With the low bid, the total cost of construction has increased to \$10.12 million, including construction management and post-design services. Lake Elsinore was able to identify an additional \$1.7 million of local funds to narrow the funding gap and is still in need of \$2.463 million.

Improving the Main Street interchange will improve congestion and compliment Railroad Canyon IC. Since the Main Street IC is ready for construction, staff assessed the availability of state and local funds and determined that the Main Street IC is eligible for additional MARA funds. Staff recommends approval of programming an additional \$2,463,000 of MARA funds for construction of the Main Street IC, as funds are available. Further, programming MARA funds provides expediency to maintain the project schedule.

FISCAL IMPACT:

The FY 2021/22 budget includes \$2,741,500 for construction cost reimbursements to Lake Elsinore. Due to the increased construction costs, staff recommends a FY 2021/22 budget adjustment of \$2,463,000 to increase construction expenditures.

Financial Information					
In Fiscal Year Budget:	No	Year:	FY 2021/22	Amount:	\$2,463,000
Source of Funds:	2009 Measure A Western County Regional Arterial			Budget Adjustment:	Yes
GL/Project Accounting No.:	005210 81301 00000 0000 266 72 81301				
Fiscal Procedures Approved:	<i>Theresa Ivano</i>			Date:	09/17/2021

Attachments:

- 1) Lake Elsinore request letter dated September 14, 2021
- 2) Project location map
- 3) Draft agreement

*Approved by the Western Riverside County Programs and Projects Committee on
September 27, 2021*

In Favor: 10 Abstain: 0 No: 0



September 14, 2021

Anne Mayer
Executive Director
Riverside County Transportation Commission
4080 Lemon Street
Riverside, CA 92501

RE: Request for Additional Funding for I-15 / Main Street Interchange Improvement Project

Dear Ms. Mayer:

The City of Lake Elsinore is actively continuing our commitment to improved mobility on I-15 and local circulation within the City of Lake Elsinore (*City*). As you may know, the City has completed the design for an improved I-15/Main Street Interchange Improvement Project (*Main Street IC Project*). The project scope includes construction of tieback walls, widening and metering of ramps, and signalization of ramps and Camino Del Norte/Main Street Intersection. The City posted the Construction Request for Proposals in August 2021 and opened for bids on September 9, 2021. Upon review of the construction bids, the City is requesting additional funds for the construction of the Main Street IC Project.

Prior to bid for construction, the City retained a consultant, Sommer Engineering (Sommer), to perform post design services. Sommer provided an updated Engineer's Estimate, as recent as July 2021, totaling \$5,540,000. The construction bid opening date for the Main Street IC Project was on September 9, 2021 where the City received three (3) total bids. The lowest bidder (Griffith Company) and highest bidder (Riverside Construction Company, Inc.) came in at \$7,998,603.50 and \$8,338,073.50, respectively. As seen, bids did not vary and were within a 5% variance. However, all bids came over the Engineer's Estimate with the lowest bid exceeding by \$2,458,603.50. Per City's review of bids, items related to signals and meters, structural work for the tieback walls, and temporary items have significantly increased by an average magnitude of 3 times the estimated costs.

The *Agreement for Funding of Measure A Regional Arterial Improvements with City of Lake Elsinore (Agreement)* executed June 11, 2020 between the Riverside County Transportation Commission (RCTC) and City provided construction funding for \$5,483,000. Through an executed agreement with the California Department of Transportation, the State SHOPP Minor Funds Contribution (*SHOPP*) totals \$476,000 in additional construction funding. The City will go to City Council to approve \$8,798,463.85 which includes a 10% contingency. Furthermore, the project will incur costs of \$1,323,502.78 for Construction Management and Post Design Services. This leaves the construction funding deficit total of \$4,162,966.63. The City can obligate an additional funding

951-674-3124

130 S. MAIN STREET
LAKE ELSINORE, CA 92530
WWW.LAKE-ELSINORE.ORG



of \$1,700,000 through local fund sources such as Measure Z. This will equate to approximately \$2,462,966.63 in unfunded costs (See Attachment A for a breakdown of funding and costs). The City requests to amend the Agreement with RCTC to include the additional unfunded costs for upwards of \$2,462,966.63.

The City of Lake Elsinore appreciates your consideration and I look forward to further discussing with you. If you have any questions, please do not hesitate to contact me at (951) 674-3124 x362.

Sincerely,

Jason Simpson
City Manager

Attachment A: I-15/Main Street - Funding Breakdown (*includes construction bids*)

Attachment B: City Engineer's Estimate

Attachment C: Executed Agreement for the Funding of Measure Regional Arterial
Improvements with City of Lake Elsinore

Attachment A
Phase 1 and Phase 2



Agreement No. 20-72-089-01

**AMENDMENT NO. 1 TO
AGREEMENT FOR THE FUNDING OF
MEASURE A REGIONAL ARTERIAL IMPROVEMENTS
WITH THE CITY OF LAKE ELSINORE**

1. PARTIES AND DATE

This Amendment No. 1 to the Agreement for the Funding of Measure A Regional Arterial ("MARA") Improvements is made and entered into this _____ day of _____, 2021, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("Commission") and the CITY OF LAKE ELSINORE ("City").

2. RECITALS

- 2.1 The Commission and the City have entered into an agreement, dated June 11, 2020 (the "Master Agreement"), to distribute MARA funds to the City for the construction of the Interstate 15 Main Street Interchange Improvement Project (the "Project").
- 2.2 The Master Agreement provided for distribution of MARA Funds in the not to exceed sum of Five Million, Four Hundred Eighty-Three Thousand Dollars (\$5,483,000) for construction of the Project, and for a contribution of Four Hundred Seventy-Six Thousand Dollars (\$476,000).
- 2.3 Construction bids for the Project exceeded the estimated costs, and the City has requested additional MARA funds in an amount not to exceed Two Million, Five Hundred Thousand Dollars (\$2,463,000).
- 2.4 The City has agreed to provide for an additional local contribution of One Million, Seven Hundred Thousand Dollars (\$1,700,000).
- 2.5 The parties now desire to amend the Master Agreement in order to increase the Funding Amount, as set forth in the Master Agreement, and to update the funding allocations and timetable for construction of the Project, as set forth in Exhibit "A" of the Master Agreement.

3. TERMS

- 3.1 Section 3.2 of the Master Agreement, titled “RCTC Funding Amount”, shall be amended, in its entirety, to read as follows:

3.2 RCTC Funding Amount. RCTC hereby agrees to distribute to the City, on the terms and conditions set forth herein, a sum not to exceed Seven Million, Nine Hundred Forty Six Dollars (\$7,946,000) to be used exclusively for reimbursing the City for eligible Work expenses as described herein (“Funding Amount”). The City acknowledges and agrees that the Funding Amount may be less than the actual cost of the Work, and that RCTC shall not contribute MARA Funds in excess of the maximum authorized in this section.

- 3.2 Section 3.3.2 of the Master Agreement, titled “City’s Local Match Contribution”, shall be amended, in its entirety, to read as follows:

3.3.2 City’s Local Match Contribution. The City shall provide at least One Million, Seven Hundred Thousand Dollars (\$1,700,000) of funding toward the Work, as shown in Exhibit “A”.

- 3.3 Exhibit “A” of the Master Agreement, titled “Scope of Work, Funding and Timetable”, shall be replaced, in its entirety, with the version of Exhibit “A” attached to this Amendment as Attachment 1 and incorporated herein by reference.
- 3.4 Except as amended by this Amendment, all provisions of the Master Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment.
- 3.5 This Amendment may be signed in counterparts, each of which shall constitute an original.
- 3.6 A manually signed copy of this Amendment which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment for all purposes. This Amendment may be signed using an electronic signature.

[Signatures on following page]

**SIGNATURE PAGE
TO
AMENDMENT NO. 1 TO AGREEMENT
FOR THE FUNDING OF
MEASURE A REGIONAL ARTERIAL IMPROVEMENTS
(AGREEMENT NO. 20-72-089-01)**

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

CITY OF LAKE ELSINORE

By: _____
Anne Mayer, Executive Director

By: _____
Jason Simpson, City Manager

ATTEST:

By: _____
Candice Alvarez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

By: _____
Barbara Leibold, City Attorney

ATTACHMENT 1

EXHIBIT "A" SCOPE OF WORK, FUNDING AND TIMETABLE

SCOPE OF WORK: Lake Elsinore's Interstate 15 Main Street Interchange Improvement Project Scope of Work includes Signalization of Ramp Intersection with Main Street at each side of the freeway, signalization of the Main Street/Camino Del Norte Intersection. Scope also includes widening of Main Street under the freeway, and On Ramp Metering.

The portion of the Project to be funded under this Agreement is the construction phase for the Project.

FUNDING: Identify MARA, local, state and/or federal funding for each Phase of Work.

PHASE	MARA Fund	LOCAL	STATE/FEDERAL	TOTAL
CONSTRUCTION	\$7,946,000	\$1,700,000	\$476,000	\$10,122,000
TOTAL	\$7,946,000	\$1,700,000	\$476,000	\$10,122,000

TIMETABLE: Provide at a minimum the beginning and ending dates for each phase of work including major milestones within a phase.

Phase	Start Date	End Date	Comments
Construction	12/2021	10/2022	300 Working Days

AGENDA ITEM 7

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	October 13, 2021
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Jenny Chan, Planning and Programming Manager Jillian Guizado, Planning and Programming Director
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	2022 State Transportation Improvement Program Adopted Fund Estimate and Project Recommendations

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve programming \$27,698,381 of 2022 State Transportation Improvement Program (STIP) Western Riverside County and Palo Verde Valley target share funding capacity on the Interstate 10 (I-10)/Highland Springs Interchange and Temescal Canyon Road Widening projects, and forward to the California Transportation Commission (CTC);
- 2) Include programming \$7,550,259 of 2022 STIP Coachella Valley target share funding capacity based on the project recommendation by the Coachella Valley Association of Governments (CVAG) and forward to the CTC;
- 3) Include programming Planning, Programming, and Monitoring (PPM) funds (2 percent of STIP target share programming capacity) in the amount of \$719,360 in Fiscal Years (FY) 2024/25 through 2026/27;
- 4) Include programming \$15,657,460 of 2022 STIP maximum share funding capacity on the Coachella Valley-San Geronio Pass Rail Corridor Service project and forward to the CTC;
- 5) Include programming PPM funds (2 percent of STIP maximum share programming capacity) in the amount of \$319,540 in FY 2027/28;
- 6) Submit the 2022 STIP submittal to the CTC by the statutory deadline of December 15, 2021;
- 7) Forward the Riverside County 2022 STIP project recommendations to the Southern California Association of Governments (SCAG) to conduct regional performance measures analysis as required by the CTC STIP guidelines;
- 8) Approve a revision to Agreement No. 07-71-028-04, Amendment No. 4 to Agreement No. 07-71-028-00, with the city of Blythe (Blythe) to trade \$155,094 of Palo Verde Valley STIP funds with Measure A Western Riverside County Highway funds to facilitate delivery of local arterial projects for a revised total amount not to exceed \$198,391; and
- 9) Authorize the Executive Director, pursuant to legal counsel review, to execute the revised Agreement No. 07-71-028-04 on behalf of the Commission upon CTC adoption of the 2022 STIP in March 2022.

BACKGROUND INFORMATION:

At its July 2021 Commission meeting, the updated funding formula for the three geographic areas was approved, per the STIP Intracounty Memorandum of Understanding (MOU) with Western Riverside Council of Governments (WRCOG) and CVAG. Staff also presented an outline of the process for developing the 2022 STIP and reported that the draft Fund Estimate (FE) indicated Riverside County's Target Share for programming was \$32.349 million. Subsequently, the STIP Final FE, which was adopted at the August 18, 2021, CTC meeting, was revised to reflect Riverside County's share target at \$35.968 million. Riverside County's maximum share is \$51.945 million. The maximum share reflects one additional year of STIP programming capacity.

The STIP is primarily funded with revenues derived from the state and federal gasoline excise tax. With the passage of Senate Bill 1 in 2017, an additional \$100 million per year is included in the STIP statewide. Although this amount is beneficial, the more significant benefit from SB 1 is in stabilizing revenues, which became effective with the 2020 STIP. While SB 1 implemented measures to prevent STIP funds from being subjected to the wild fluctuations seen over the preceding years, it is still dependent on the sale of gasoline. The 2022 STIP is likely lower than it would have been without the COVID-19 pandemic which resulted in decreased fuel consumption in California.

DISCUSSION:

CTC Programming Requirements

The 2022 STIP covers a five-year period from FYs 2022/23 – 2026/27. CTC staff reported that new programming capacity in the target share (explained in the next section) is mostly available in the last two years of the 2022 STIP cycle (FYs 2025/26 and 2026/27). A few notable requirements for programming STIP projects are:

- ✓ Projects cannot be programmed prior to FY 2025/26 without pushing back projects currently programmed in the first three years.
- ✓ Projects must have a completed project study report (PSR) or PSR Equivalent.
- ✓ Projects costing \$50 million or more or that are requesting over \$15 million in STIP funds must provide additional analysis (e.g. Benefit/Cost (B/C) and air quality analyses).
- ✓ Project phases must be fully funded.

In addition to the target share, the STIP FE also includes a maximum share for each county. The maximum share looks at funding for one additional year beyond the traditional five-year STIP period. In the case of the 2022 STIP, the maximum share amount is available in FY 2027/28.

Riverside County 2022 STIP Target Share

The 2022 STIP target share funding distribution for the three geographic areas is included in the table below based on the funding distribution approved at the July 2021 Commission meeting.

Table 1. 2022 STIP Fund Estimate for Riverside County – Target Share

		Target Share
Total Riverside County Target Share		\$35,968,000
	Less: 2% Planning, Programming and Monitoring (PPM)	719,360
Total New Project Programming		35,248,640
Western County	78.14%	27,543,287
Coachella Valley	21.42%	7,550,259
Palo Verde Valley	00.44%	155,094

Per an MOU between the Commission and Blythe, Palo Verde Valley STIP funds have been traded with Measure A Western Riverside County highway funds to facilitate delivery of local arterial projects in the Palo Verde Valley. Given Blythe's small staff, lower STIP funding levels, and focus on local arterials, it is more efficient to provide local funding to ensure project delivery and a less cumbersome allocation process. Upon CTC adoption of the 2022 STIP, staff recommends amending the STIP MOU with Blythe trading \$155,094 of STIP funds with Measure A Western Riverside County highway funds. Blythe will also be required to include the STIP trade funds and associated project(s) in its Measure A Capital Improvement Program. As a result, project recommendations for 2022 STIP Western Riverside County total \$27,698,381.

At its May 2021 meeting, the Commission approved Agreement No. 07-71-028-04, Amendment No. 4 to Agreement No. 07-71-028-00, with Blythe to trade \$43,297 of Palo Verde Valley mid-cycle STIP funds related to the CTC's March 2021 distribution of Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) funds. Blythe requested that the amendment not be processed until the 2022 STIP allocations were determined. Accordingly, staff recommends the Commission approve an increase in Agreement No. 07-71-028-04 with Blythe from \$43,297 to \$198,391 related to the 2022 STIP trade.

2022 STIP Target Share Programming Recommendation: Western Riverside County

Due to the relatively small amount of funding available in the 2022 STIP and the long horizon for when the funds can be programmed, there currently is not a Commission-sponsored project suitable for programming the \$27.5 million available in Western Riverside County in FYs 2025/26 and 2026/27. As such, staff researched regionally significant projects from other project sponsors and identified two projects that meet the criteria for STIP programming.

Staff recommends dividing the \$27,698,381 of STIP target share funding between two projects:

1. I-10/Highland Springs Interchange in Banning and Beaumont in the amount of \$14,698,381 for the construction phase.
2. The next segment of Temescal Canyon Road Widening from Tom Barnes Street to El Cerrito Road in the El Cerrito-area of unincorporated Riverside County in the amount of \$13,000,000 for the construction phase.

The Commission is currently the lead on the I-10/Highland Springs Interchange project. The project study report effort just concluded, and the project is moving to the Project Approval/Environmental Document phase.

The County of Riverside is the project lead on the next segment of Temescal Canyon Road Widening. The County is in the midst of awarding a contract to prepare the environmental document for the project.

Both project timelines and funding plans align well with when 2022 STIP funds are anticipated to be available (FYs 2025/26 and 2026/27) and how much 2022 STIP funds are available for programming. An additional key element that makes both of these projects well-qualified to receive STIP programming is they will both seek federal environmental clearance under the National Environmental Policy Act; this is critical for projects in need of discretionary funding.

2022 STIP Target Share Programming Recommendation: Coachella Valley

As previously stated, CVAG is responsible for STIP programming actions for the Coachella Valley per the STIP Intracounty MOU. At its August 30, 2021, meeting, the CVAG Transportation Committee recommended the Coachella Valley STIP share be programmed on the I-10/Monroe Street Interchange project, the region's top-ranked project in the Transportation Project Prioritization Study. This project is also a great candidate for STIP funding as it meets the CTC programming requirements detailed above. CVAG staff received Executive Committee approval for STIP project recommendations at its September 27, 2021 meeting.

Riverside County 2022 STIP Maximum Share

The 2022 STIP maximum share funding amount for Riverside County is included in Table 2 based on information in the adopted STIP FE.

The ability to program up to a county's maximum share is dependent on 2022 STIP programming of other counties. Some counties, particularly smaller ones that do not receive substantive STIP funding in a single STIP cycle, opt to save up their STIP shares over several STIP cycles for use on a big-ticket project. In other instances, sometimes a big project is not ready to move forward on time so STIP capacity gets freed up for the year the project was originally programmed in.

Table 2. 2022 STIP Fund Estimate for Riverside County – Maximum Share

		Maximum Share
Total Riverside County Maximum Share		\$51,945,000
	Less: Target Share Programming	35,968,000
Delta of Maximum Share and Target Share		15,977,000
	Less: 2% Planning, Programming and Monitoring (PPM)	319,540
Total Maximum Share Programming		15,657,460

2022 STIP Maximum Share Programming Recommendation: Riverside County

2022 STIP maximum shares are available for programming in the sixth year of the STIP: FY 2027/28. Programming a project utilizing Riverside County's maximum share comes with some risk as there is a chance there will not be adequate programming capacity. If this is the case, CTC staff will notify Commission staff that there is not programming capacity and they will not recommend the CTC program the project for STIP funding. Staff will return to the Commission following the March 2022 CTC adoption of the final 2022 STIP if the recommendations contained within this staff report, in part or in whole, are not approved.

Recognizing the possibility that there may not be programming capacity for Riverside County's maximum share in the 2022 STIP, staff recommends the Commission program the total maximum share programming amount of \$15,657,460 on a single project that serves all three subregions of Riverside County: Coachella Valley-San Geronio Pass Rail Corridor Service. As the Commission nears the completion of the Tier 1 environmental document, the next step is to complete a Tier 2 environmental document. STIP funding of \$15.6 million makes up approximately one-quarter of the funding needed for the Tier 2 environmental document. In the coming months, it is anticipated Commission staff will be pursuing additional state and federal funds to complete the funding plan for this next step in the development of this important interregional rail corridor.

2022 STIP PPM Programming


A total of \$719,360 in STIP PPM funds will be programmed in FYs 2024/25 through 2026/27. An additional \$319,540 in STIP PPM funds from the delta of the maximum share and target share will be programmed in FY 2027/28. Commission staff will coordinate with CVAG on the use of PPM for planning, programming, and monitoring activities.

2022 STIP Submittal

The 2022 STIP is statutorily required to be submitted to the CTC by December 15, 2021. The submittal requires various forms and reports that will involve input from Caltrans, project sponsors and consultants, and SCAG. The proposed STIP projects were submitted to SCAG on September 24 to give SCAG sufficient time to conduct the required regional performance measures analysis to meet the submittal deadline.

FISCAL IMPACT:

STIP funding for Commission projects and PPM will be included in future budgets based on the CTC's STIP adoption in March 2022. STIP funding for projects not led by RCTC will not pass through the Commission but will be received directly by the project sponsor.

Financial Information					
In Fiscal Year Budget:	N/A	Year:	FY 2024/25+	Amount:	\$15,737,281
Source of Funds:	2022 STIP			Budget Adjustment:	N/A
GL/Project Accounting No.:	652040 415 41502 106 65 41501			\$ 1,038,900 (PPM)	
	005135 415 41502 210 72 41501			\$14,698,381 (I-10/Highland Springs)	
Fiscal Procedures Approved:				Date:	09/18/2021

Approved by the Budget and Implementation Committee on September 27, 2021

In Favor: 13 Abstain: 0 No: 0

AGENDA ITEM 8

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	October 13, 2021
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee David Knudsen, Interim External Affairs Director
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	State and Federal Legislative Update

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to receive and file an update on state and federal legislation.

DISCUSSION:

State Update

The Legislature concluded the first year of its two-year legislative session on September 10, 2021, by sending nearly 400 bills to Governor Gavin Newsom for final action. Together with those bills already pending, Governor Newsom has until October 10, 2021, to act on approximately 800 measures currently on his desk. Included in the bills sent to the Governor for consideration was AB 1499 (Daly). AB 1499 (Daly), supported by RCTC earlier this year, extends the January 1, 2024, sunset date to January 1, 2034, for Department of Transportation and regional transportation agencies to use the design-build procurement method for transportation projects in California. While numerous bills made it to the Governor's desk, others either died in the legislative process or became two-years bills that may be considered in 2022.

In May, RCTC adopted an opposed position on SB 261 (Allen). The bill would update the state's greenhouse gas reduction goals for the transportation sector, create new vehicle miles traveled reduction goals, and increase the scrutiny of a Metropolitan Planning Organization's Sustainable Communities Strategy by the California Air Resources Board. This bill is now a two-year bill and RCTC staff will continue to engage throughout the legislative process.

State Budget

As part of the Fiscal Year, 2021-22 budget approved by the Legislature and signed by the Governor, several transportation stimulus proposals were included as a result of the \$80 billion budget surplus, with significant investments in transit, active transportation, and climate adaptation programs. However, the state budget included language that would make these funding proposals contingent on additional legislation detailing how the funds would be allocated. In the absence of such legislation, by October 11, 2021, these funds would revert to

the general fund. The Governor was clear that these funding proposals were contingent on the Legislature authorizing the remaining \$4.2 billion in Proposition 1A (2008) high-speed rail bond funding to finish building the first 119-mile section of high-speed rail track in the Central Valley. The Legislature left the funds out of the June budget, pending further negotiation. As the legislative session came to a close in early September, the Legislature and the Governor could not finalize an agreement on the high-speed rail funding request. As a result, all of the new transportation General Fund spending actions were reverted back to the General Fund, consistent with the Budget Act of 2021.

The reversion of the General Fund dollars resulted in the withdrawal of \$2.5 billion from the upcoming competitive Transit and Intercity Rail Program (TIRCP) competitive grant program, which was scheduled to commence later this fall. The reversion of this supplemental investment does not impact the estimated \$500 million available to TIRCP from the ongoing appropriation from the Greenhouse Gas Reduction Fund nor SB 1's Transportation Improvement Fee. In addition, the reversion also includes an additional \$500 million for Active Transportation and \$400 million for Climate Adaptation grants which will also no longer be available.

It is anticipated that negotiations regarding these and other issues will resume in early 2022, the beginning of the second year of the 2021-22 Regular Legislative Session.

On a positive note, the Governor's proposal to provide additional spending authority for \$2 billion for state highways and local roads was retained in the budget. \$930 million of this funding is from the federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and accumulated and future interest earnings produced by SB 1 programs. While most of the funds will augment state resources, an estimated \$400 million will benefit local road programs.

In addition, as part of the Governor's Clean California plan, the budget also retains \$475 million in FY 2021-22 (\$1.1 billion over three years) for litter abatement and beautification projects on state highways and local roads. Caltrans is developing guidelines for competitive grants awards to local agencies and transit districts.

Bus Transit Relief

The recently signed budget trailer, AB 149, continues several types of temporary statutory relief for transit agencies impacted by the COVID-19 pandemic that were provided as part of the 2020-21 Budget. Specifically, the bill:

- Continues the hold harmless provision for calculation and allocation of State Transit Assistance (STA) Program, STA-State of Good Repair, and Low Carbon Transit Operations Program allocations (Local Revenue Basis only) provided in through FY 2022-23;
- Extends the temporary suspension of the financial penalties associated with the Transportation Development Act (TDA) requirements that transit agencies obtain specified fixed percentages of their operating budgets from passenger fares through FY 2022-2023; and

- Continues the temporary suspensions of the financial penalties associated with the State Transit Assistance Program's operating cost per revenue vehicle hour requirements through FY 2022-23.

Federal Update

Infrastructure Investment and Jobs Act (IIJA)

The bipartisan surface transportation reauthorization and infrastructure bill, the Infrastructure Investment and Jobs Act, passed the Senate on August 10, 2021. The bill is a product of negotiations between the White House and a bipartisan group of 22 Senators. The IIJA makes \$550 billion in new investments in highway, bridge, public transportation, passenger rail, broadband, energy, and water infrastructure. The Legislative Affairs Team engaged early to ensure a number of RCTC priorities are addressed in the legislation, from funding opportunities to tolling authority.

Speaker Pelosi has set a deadline of September 27, 2021, for the House of Representatives to consider the IIJA. The one-year extension of the last five-year surface transportation reauthorization, the Fixing America's Surface Transportation Act (FAST Act), will expire on September 30, 2021. As of the writing of this staff report, it is uncertain if this deadline will be met and if the bipartisan measure will ultimately pass, given the political complications of coordinating this vote with a vote on the budget reconciliation resolution.

The Budget Reconciliation Resolution

Both the House and the Senate continue to develop the details of the \$3.5 trillion budget reconciliation legislation intended to address "human" infrastructure funding priorities of President Biden's American Jobs Plan and American Families Plan. As of the writing of this staff report, the Legislative Affairs Team is reviewing the just released House Transportation and Infrastructure Committee's (T&I) draft markup of their portion of the budget reconciliation resolution.

Of note, the draft markup includes a \$6 billion for Local Transportation Priorities, with a possible attempt to fund the member directed spending requests, or earmarks, that were included in the House's now defunct INVEST Act. Senate procedure does not allow for the inclusion of earmarks in budget reconciliation legislation, so it is speculated that T&I may provide broad funding in their markup, and later follow up with a letter to the US Department of Transportation with the list of projects Congress intends to be funded under the program. RCTC-requested member directed spending requests that were included in the INVEST Act were:

- \$3 million requested by Representative Calvert for the I-15 Corridor Operations Project (15 COP); and
- \$20 million requested by Representative Takano for the I-15 Northern Extension Project (15 NEXT).

The Team will continue to monitor the work of the House and Senate Committees of jurisdiction over transportation programs and weigh in regarding program eligibility, as appropriate.

End of Fiscal Year Appropriations

The federal fiscal year ends on September 30, 2021. Given that none of the 12 appropriations bills have passed both the House and the Senate, Congress will likely need to enact a continuing resolution (CR) prior to midnight on that date in order to avoid a government shutdown. The White House has proposed a number of items to be included in any CR, including funding for wildfire and hurricane relief, along with funds to facilitate Afghan resettlement. No length of time for the CR has been publicly released as of the writing of this report.

Congress must also address the federal debt limit and an extension of this limit could be added to a CR.

The Team will continue to monitor the appropriations process, particularly for RCTC's pending Community Project Funding requests in the Senate for \$3 million each for the I-10/Highland Springs Interchange Improvements Project and the Moreno Valley/March Field Station Improvements Project, both submitted by Senator Padilla. Representative Calvert's \$5 million request for the Smart Freeway Pilot Project is included in the appropriations bill passed by the House as well.

Attachment: Legislative Matrix – September 2021

RIVERSIDE COUNTY TRANSPORTATION COMMISSION - POSITIONS ON STATE AND FEDERAL LEGISLATION – SEPTEMBER 2021

Legislation/ Author	Description	Bill Status	Position	Date of Board Adoption
AB 1499 (Daly)	Removes the January 1, 2024 sunset date for Department of Transportation and regional transportation agencies to use the design-build procurement method for transportation projects in California.	Enrolled and Presented to the Governor September 9, 2021	<i>SUPPORT</i>	April 14, 2021
SB 623 (Newman)	Clarifies existing law to ensure toll operators statewide can improve service to customers and enforce toll policies while increasing privacy protections for the use of personally identifiable information (PII).	Hearing canceled at the request of author. Now a two-year bill. April 26, 2021	<i>SUPPORT</i> <i>Staff action based on platform</i>	April 5, 2021
SB261 (Allen)	This bill would require that the sustainable communities strategy be developed to additionally achieve greenhouse gas emission reduction targets for the automobile and light truck sector for 2045 and 2050 and vehicle miles traveled reduction targets for 2035, 2045, and 2050 established by the board. The bill would make various conforming changes to integrate those additional targets into regional transportation plans.	Senate Transportation Committee - hearing postponed by committee. Now a two-year bill. April 27, 2021	<i>OPPOSE</i>	May 12, 2021
Federal				
HR 972 (Calvert)	This bill establishes the Western Riverside County Wildlife Refuge which would provide certainty for development of the transportation infrastructure required to meet the future needs of southern California.	Ordered Reported by the House Committee on Natural Resources July 14, 2021	<i>SUPPORT</i> <i>Staff action based on platform</i>	June 11, 2021