



MEETING AGENDA

Western Riverside County Programs and Projects Committee

Time: 1:30 p.m.

Date: February 28, 2022

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

COMMITTEE MEMBERS

Clint Lorimore, **Chair**/Todd Rigby, City of Eastvale
Ben J. Benoit, **Vice Chair**/Joseph Morabito, City of Wildomar
Wes Speake/Jim Steiner, City of Corona
Linda Krupa/ Malcolm Lilienthal, City of Hemet
Brian Berkson/Guillermo Silva, City of Jurupa Valley
Bill Zimmerman/Dean Deines, City of Menifee
Yxstian Gutierrez/Edward Delgado, City of Moreno Valley
Ted Hoffman/Katherine Aleman, City of Norco
Michael Vargas/Rita Rogers, City of Perris
Kevin Jeffries, County of Riverside, District I
Karen Spiegel, County of Riverside, District II
Jeff Hewitt, County of Riverside, District V

STAFF

Anne Mayer, Executive Director
John Standiford, Deputy Executive Director

AREAS OF RESPONSIBILITY

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

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

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

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AGENDA*

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

1:30 p.m.

Monday, February 28, 2022

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/86279472653>

Meeting ID: 862 7947 2653

One tap mobile

+16699006833,,86279472653# 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 Western Riverside County Programs and Projects Committee Meeting please email written comments to the Clerk of the Board at lmobley@rctc.org and your comments will be made part of the official record of the proceedings as long as the comment is received before the end of the meeting's public comment period. Members of the public may also make public comments through their telephone or Zoom connection when recognized by the Chair.

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

In compliance with the Americans with Disabilities Act, Government Code Section 54954.2, Executive Order N-29-20, and the Federal Transit Administration Title VI, please contact the Clerk of the Board at (951) 787-7141 if special assistance is needed to participate in a Committee meeting, including accessibility and translation services. Assistance is provided free of charge. Notification of at least 48 hours prior to the meeting time will assist staff in assuring reasonable arrangements can be made to provide assistance at the meeting.

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

4. **PUBLIC COMMENTS** – *Under the Brown Act, the Board should not take action on or discuss matters raised during public comment portion of the agenda which are not listed on the agenda. Board members may refer such matters to staff for factual information or to be placed on the subsequent agenda for consideration. Each individual speaker is limited to speak three (3) continuous minutes or less.*
5. **ADDITIONS/REVISIONS** *(The Committee may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the Committee subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Committee. If there are less than 2/3 of the Committee members present, adding an item to the agenda requires a unanimous vote. Added items will be placed for discussion at the end of the agenda.)*
6. **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 – JANUARY 24, 2022

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7. **AGREEMENT FOR PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE FOR THE MID COUNTY PARKWAY PROJECT CONSTRUCTION PACKAGE NO. 2 FROM REDLANDS AVENUE TO RAMONA EXPRESSWAY**

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Overview

This item is for the Committee to:

- 1) Award Agreement No. 21-31-119-00 to Jacobs Engineering Group to prepare plans, specifications, and estimates (PS&E) for the Mid County Parkway Construction Package No. 2 from Redlands Avenue to Ramona Expressway (Project), in the county of Riverside and city of Perris, in the amount of \$12,314,073, plus a contingency amount of \$1,231,407 for potential changes in scope, for a total amount not to exceed \$13,545,480, contingent upon obligation of federal Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) - Surface Transportation Block Grant (STBG) funds and federal formula STBG funds by the Federal Highway Administration (FHWA);
- 2) Approve the use of \$5,686,000 of state Senate Bill 1 Local Partnership Program (LPP) Formula Cycle 3 funds for the Project design;
- 3) Approve the use of \$6,313,592 of CRRSAA STBG funds for the Project design;
- 4) Approve the use of \$1,545,888 of STBG funds for the Project design;
- 5) Authorize the Executive Director to make changes between fund types within the total amounts approved by the Commission to facilitate the most efficient use of funds;
- 6) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission;

- 7) Authorize the Executive Director, pursuant to legal counsel review, to execute Native American monitoring agreements in an amount not to exceed \$50,000;
- 8) Authorize the Executive Director or designee to approve contingency work as may be required for the Project; and
- 9) Forward to the Commission for final action.

8. MORENO VALLEY/MARCH FIELD METROLINK STATION TRACK AND PLATFORM EXPANSION PROJECT CONSTRUCTION AGREEMENT WITH GRANITE CONSTRUCTION COMPANY, ENVIRONMENTAL MITIGATION, TRIBAL MONITORING, AND PROJECT FUNDING

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Overview

This item is for the Committee to:

- 1) Award Agreement No. 21-33-095-00 to Granite Construction Company, as the lowest responsive, responsible bidder, for the construction of the Moreno Valley March Field Metrolink Station Track and Platform Expansion Project (Project) in the amount of \$22,111,122, plus a contingency amount of \$2,211,112, for a total amount not to exceed \$24,322,234;
- 2) Approve Cooperative Agreement No. 21-33-097-00 between the Commission and Southern California Regional Rail Authority (SCRRA) for Construction of the Project in the amount of \$2,421,000, plus a contingency amount of \$242,100, for a total amount not to exceed \$2,663,100;
- 3) Approve Agreement No. 22-33-035-00 with The Soboba Band of Luiseno Indians for Construction Monitoring of the Moreno Valley/March Field Metrolink Station Track and Platform Expansion Project in an amount not to exceed \$25,000;
- 4) Approve an amendment to the Fiscal Year (FY) 2021/22- 2025/26 Short Range Transit Plan to program an additional \$6,000,000 of Federal Transit Administration (FTA) Section 5307 funds for the Project;
- 5) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission;
- 6) Authorize the Executive Director or designee to approve contingency work pursuant to the agreement terms up to the total amount; and
- 7) Forward to the Commission for final action.

9. EXECUTIVE DIRECTOR REPORT

10. COMMISSIONER COMMENTS

Overview

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

11. ADJOURNMENT

The next Western Riverside County Programs and Projects Committee meeting is scheduled to be held at **1:30 p.m., Monday, March 28, 2022.**

AGENDA ITEM 6A

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE

Monday, January 24, 2022

MINUTES

1. CALL TO ORDER

The meeting of the Western Riverside County Programs and Projects Committee was called to order by Chair Clint Lorimore at 1:31 p.m. via Zoom Meeting ID: 88266521023. This meeting was conducted virtually in accordance with AB 361 due to state or local officials recommending measures to promote social distancing.

2. ROLL CALL

Members/Alternates Present

Members Absent

Ben Benoit
Brian Berkson*
Edward Delgado
Jeff Hewitt
Ted Hoffman
Kevin Jeffries
Linda Krupa
Clint Lorimore
Wes Speake
Karen Spiegel
Michael Vargas
Bill Zimmerman

*Arrived after the meeting was called to order.

3. PLEDGE OF ALLEGIANCE

Commissioner Bill Zimmerman led the Western Riverside County Programs and Projects Committee in a flag salute.

4. PUBLIC COMMENTS

There were no requests to speak from the public.

5. ADDITIONS/REVISIONS

There were no additions or revisions to the agenda.

6. APPROVAL OF MINUTES – NOVEMBER 22, 2021

M/S/C (Hewitt/Hoffman) to approve the minutes as submitted.

Abstain: Commissioner Spiegel

7. COUNTY OF RIVERSIDE FUNDING REQUEST FOR DESIGN OF THE INTERSTATE 10 BYPASS PROJECT

Jillian Guizado, Planning and Programming Director, provided an overview for the County of Riverside funding request for design of the I-10 Bypass Project that would serve as an alternate route to Interstate 10. She displayed the Project Vicinity Map, which is Attachment 2 of the staff report.

Commissioner Jeff Hewitt expressed as all things that are major in transportation it is a long time coming, so getting this in as soon as they can is really important. He stated not only does it alleviate shutting down the entire main artery between the west coast and the east coast, but it also helps the community of Cabazon along with the city of Banning. He expressed appreciation as this is a big start to this project.

Commissioner Hewitt made the motion to staff's recommendation.

Commissioner Ted Hoffman concurred with Commissioner Hewitt as this is long overdue as he has been one of those people that has been stuck in there a few times when it was closed. He asked since it is only a two-lane if there is room for growth to four lanes if ever needed with as much traffic that goes through there.

Anne Mayer referred to Mark Lancaster, Riverside County Director of Transportation, to respond.

Mark Lancaster stated they are initially constructing a two-lane roadway. However, they are going to purchase right of way and allow for the design of a four-lane roadway should expansion be needed in the future.

Commissioner Hoffman expressed appreciation as he was hoping they were planning for the future if needed, because it probably will be needed as they progress in the next two decades. Commissioner Hoffman seconded staff's recommendation.

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

- 1) Approve programming \$8 million of Transportation Uniform Mitigation Fee (TUMF) Regional Arterial funds for the County of Riverside's (County) Interstate 10 (I-10) Bypass Project;**
- 2) Approve Agreement No. 22-72-048-00 between the Commission and County for the programming of \$6 million of TUMF Regional Arterial funding for the design phase and \$2 million for the right of way phase of the I-10 Bypass Project;**
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement; and**
- 4) Forward to the Commission for final action.**

8. AGREEMENTS FOR ON-CALL RIGHT OF WAY APPRAISAL REVIEW SERVICES

Ruben Duran, Senior Management Analyst, provided a detailed overview for the on-call right of way appraisal review services agreements.

At this time, commissioner Brian Berkson joined the meeting.

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

- 1) Award the following agreements to provide on-call right of way appraisal review services for a three-year term, in an amount not to exceed an aggregate value of \$500,000;**
 - a) Agreement No. 22-31-030-00 with Hawran & Malm, LLC;**
 - b) Agreement No. 22-31-052-00 with Integra Realty Resources – Los Angeles;**
 - c) Agreement No. 22-31-053-00 with R.P. Laurain & Associates, Inc.; and**
 - d) Agreement No. 22-31-054-00 with Santolucito Dorè Group, Inc.**
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements, on behalf of the Commission;**
- 3) Authorize the Executive Director, or designee, to execute task orders awarded to the consultants under the terms of the agreements; and**
- 4) Forward to the Commission for final action.**

Abstain: Berkson

9. AGREEMENT FOR STATION ELECTRICAL SERVICES

Gary Ratliff, Facilities Administrator, presented the RCTC Commuter Rail stations and facilities for the on-call maintenance services agreement, highlighting the following:

- A location map of the Commission Owned / operated properties

- Electrical inspection and maintenance services
- Station led project 2016/17 – Original five stations
- Solar canopy project 2022
- Procurement process

Commissioner Hoffman expressed appreciation to staff that the agenda item included the explanation for the bid differences and why the bids were the way they were, which shows staff is doing their homework. Commissioner Hoffman moved staff's recommendation.

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

- 1) **Award Agreement No. 22-24-006-00 to Elite Electric, Inc. for station electrical maintenance services and capital improvements, for a five-year term, in an amount of \$825,000 for maintenance and repairs, and \$2,500,000 for capital improvements, for a total not to exceed amount of \$3,325,000;**
- 2) **Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement, on behalf of the Commission;**
- 3) **Authorize the Executive Director, or designee, to execute task orders awarded to the contractor under the terms of the agreements; and**
- 4) **Forward to the Commission for final action.**

10. CHANGE ORDER TO AMEND THE INTERSTATE 15 EXPRESS LANES PROJECT TOLL SERVICES AGREEMENT WITH KAPSCH TRAFFICOM USA TO PROVIDE FOR THE DESIGN AND INSTALLATION OF THE TOLLING SYSTEM FOR THE INTERSTATE 15/STATE ROUTE 91 EXPRESS LANES CONNECTOR

Sri Srirajan, Senior Capital Projects Manager, presented the change order to the toll service provider agreement for the Interstate 15/State Route 91 Express Lanes Connector (15/91 ELC) Project, highlighting the following areas:

- Project overview
 - Toll Express Lanes Connectors – Eastbound 91 to Northbound 15 Express Lanes and Southbound 15 Express Lanes to Westbound 91 Express Lanes
 - Operational improvements along Eastbound 91 extending Express Lane and general-purpose lane approximately 0.5 mile
 - Anticipated to be completed in 2023
- Toll provider system
 - Kapsch – current I-15 ELP toll system provider and operator
 - Contract expires in April of 2026
 - Having the same toll system provider for 15/91 ELC project provides:
 - 1) Continuity in operations
 - 2) Seamless customer experience
- Additional scope of work

- Two toll points are needed
- Kapsch will be required to provide
 - ✓ Toll Equipment in each direction of the 15/91 ELC
 - ✓ Toll Equipment at the westbound McKinley entrance to the 91 Express Lanes
 - ✓ Toll Equipment at the eastbound McKinley exit from the 91 Express Lanes
 - ✓ 7 Traffic detection sensors
 - ✓ 7 Closed-circuit television cameras
- Future additional scope of work
 - Change order does not include
 - 1) Trip build and destinations
 - 2) Operation and Maintenance of new equipment
 - 3) Processing images for the new cameras
 - 4) Customer service
 - Future change order to address additional scope and cost

Commissioner Speake asked to describe what is going to be installed on the westbound side at McKinley and how that affects the toll going east.

Sri Srirajan referred to slide 4 of his presentation that was put back up and explained there will be two toll points at the entrance and the exit of McKinley. He stated since they are introducing a new region and destination on the 15 south to enter the 91 this will allow to charge the customer correctly and there will be no changes of the charges as they travel from the eastbound on SR-91. These additional toll points will provide the better deduction of the toll and to charge the customer correctly for the toll.

In response to Commissioner Speake's clarification if that is to make sure they do not confuse people that are traveling westbound on SR-91 versus ones that are crossing over from I-15, Harry Hansen, Parsons, replied there are two toll gantries that are shown on SR-91 are to basically close off the segment so they know exactly when a car either entered going westbound or exited going eastbound and did not for some reason go south or north on I-15 but was not detected. He explained right now if there is a situation where if somebody went east on SR-91 and south on I-15 but for some reason the gantry on that connector failed they would have to say it was either I-15 or SR-91 and this eliminates the guess work and makes it more accurate.

Commissioner Speake replied that makes sense and stated basically the McKinley westbound gantry has to be modified to ensure it does not pick them up on both. He asked about the trip build process as he is aware it is not part of this contract but as they add segments and add things in the future, and the way those signs are now they are very limited and if they will be looking at changing those so they can add to them later. Commissioner Speake noted they are going to be seeing the southern extension hopefully and a couple other things, so they do not want to have to redo this every single time.

Harry Hansen replied that is part of what is being looked at right now in terms of the tolling as they will always be restricted to two spots on the sign except for the new sign on eastbound SR-91 that has three spots, which is more of a Caltrans restriction. He explained it is a matter of using overlays to change the destinations and Caltrans has restrictions as to how many lines they can put on a sign. He stated what he believes is happening right now with the trip building is what do they want to have on the signs.

Anne Mayer explained in addition to the trip building related to the existing 91 and 15 facilities, they have the I-15 Express Lanes Project Southern Extension, I-15 Next to the North, and the SR-241/SR-91 projects. She stated the trip building conversation has two aspects to it and one is the technical behind the scenes how to build the trip, how to put the sensors in the right place in order to tell who went where even if there is some equipment failure. Then the other question is what do the customers need so they can make a decision and that gets into the signing question and those begin overlapping at a certain point. Ms. Mayer explained those are some extensive conversations they are currently having not only related to what RCTC needs but this is also branching out into conversations related to the projects RCTC is connecting into. She stated there will be additional updates on the trip building conversations and they have also done some focus group conversations with customers about signs and things. They will have to be very deliberate about some of the decisions being made to ensure they are communicating effectively, but also the system from a technology standpoint can function and do what it needs to do. She stated those are all important reasons why it is not included in this change order, which is to get the facility built, but they have a lot of trip building conversations that they need to have.

Commissioner Speake stated he brought this up for a selfish reason as he has spoken very frequently about letting customers know so they can make a decision not just the amount of money they pay, but how much time they save. He explained the theory being that most people see the toll and they see a very high toll as they are on SR-55 so they assume the general-purpose lanes must be really packed because they do not understand the concept that the tolls are set up in that area months ahead of time. Commissioner Speake stated they consciously think they are saving time by getting in the toll lanes because the price is higher, he understands that is not the way that RCTC wants it to work as they want to try to use pricing to push people out. It is a confusing topic because not only is it done differently in segments not in their own segments, but in different segments in the state. Commissioner Speake suggested this is an opportunity for Commission to revisit this at some point and knowing there are limitations on their signs it needs to be part of a future conversation so people can make those decisions, not just based on money but based on time.

Commissioner Brian Berkson stated he did not realize that Caltrans had a limitation on the number of lines for the signs. He asked if they are allowed to change the sign so it might say \$3.00 to Ontario Avenue and \$12.00 to the County Line and it can be cycled back and forth between more than one location. The problem is people see a location

and a fee when they are heading on SR-91 eastbound, but it is not giving the breakdown for the first destination necessarily it may be the last destination.

Harry Hansen replied he believes that is all part of the building discussion, which is what the destinations need to reflect on the signs. Currently the signs are set up so that with the two destinations on the sign the first one is the nearest and the second one is the end of the line. All of that is being relooked at to make a change to what the destinations need to reflect for what they are hearing from the public and what kind of trip building they need to do.

Anne Mayer explained to add to that this is not a conversation that is unique to Riverside - they are participating in statewide conversations as a part of the California Toll Operators Committee in talking about operational issues, consistency issues, and dealing with standards and protocols that Caltrans and Federal Highway Administration (FHWA) have. These are really important questions, and their goal is to try to put information on the signs that the customers need to be able to make decisions, which that point is well taken and there is more discussion. She asked if David Thomas, Toll Project Delivery Director, wanted to add anything.

David Thomas referred to the two-destination issue and stated that is the standard maximum of two messages or two destinations. The three destinations they are looking for eastbound SR-91 to the county line they have to go to Washington, D.C. for approval because that is an exception to both Caltrans and FHWA guidance for managed lanes signage.

M/S/C (Zimmerman/Delgado) to:

- 1) Approve Change Order No. 8B to Agreement No. 16-31-043-00 for the Interstate 15 Express Lanes Project (I-15 ELP) with Kapsch TrafficCom USA Inc. (Kapsch) to provide for the design and installation of the Tolling System for the I-15/SR-91 Express Lanes Connector (15/91 ELC) in the amount of \$6,203,750, plus a contingency amount of \$620,000, for a total amount not to exceed \$6,823,750;**
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the change order on behalf of the Commission;**
- 3) Authorize the Executive Director or designee to approve contingency work up to the total amount not to exceed as required for the project; and**
- 4) Forward to the Commission for final action.**

11. 15 INTERIM CORRIDOR OPERATIONS PROJECT

Stephanie Blanco, Capital Projects Manager, presented an update for Interstate 15 Interim Corridor Operations Project, highlighting the following areas:

- Proposed improvements
- Traffic operations benefits – No-Build Alternative and Build Alternative
- Current schedule – Status
- Current phase – Planning and final design
- Next phase – Construction
- Contractor incentive, funding, and next steps

Commissioner Karen Spiegel referred to the overhead signs because it was noted they would be installed after the lanes were open and asked why they would not be installed before the lanes are open.

Stephanie Blanco stated the goal of this is to open the lanes as soon as possible and so they are trying to find a way to open these lanes and put some temporary roadside signs, which there are some currently adjacent to the roadway then they can use that in the meantime. She explained the overhead signs have a long lead time, in some cases it may be delayed due to fabrication, and it could take four to six months. Based on their discussions with some of the fabricators it could take three to four months, and this is the longest lead item, so they want to make sure there is enough time to accommodate for that. Ms. Blanco explained there might be a slight delay maybe up to a month in terms of getting the overhead signs completed from when the lanes are opened that the overhead signs are installed.

In response to Commissioner Spiegel's inquiry if those would be put up a night when the lanes are less needed, Stephanie Blanco replied most likely at night and asked if David Thomas could respond. David Thomas replied yes and there would likely need to be one to two lane closures to install those overhead signs and they are only allowing closures at night.

Commissioner Spiegel asked how that would affect the bonuses because they are still having to come back out and that is work that has to get done.

Ms. Blanco replied the bonus is associated with the lane being open and having these temporary signs up. They still have 105 working days for the entire project so if they make it within the 105 days, they get the maximum bonus and as long as they get that sign done within 105 working days then they will not incur any liquidated damages. If they go beyond those 105 working days and not have that sign installed, then they have to incur the liquidated damages. In response to Commissioner Spiegel's clarification unless there is some delay beyond their control, Stephanie Blanco replied yes and that is in the contract documents too.

Commissioner Speake expressed appreciation to Stephanie Blanco for the presentation and requested if he could receive a copy of the presentation. He clarified this does not eliminate the lane drop underneath Cajalco.

Stephanie Blanco stated that is correct. She stated in the September presentation David Thomas put together they did try to have the lane drop included as part of the scope, but FHWA said no because it is capacity increasing and there are potential air quality impacts.

Commissioner Speake noted the city of Corona is willing to go out there and restripe that area. He expressed hoping they can make some progress as they keep trying and he is aware that RCTC is too. He wanted to verify no daytime closures just nighttime closures and noted that RCTC has been doing a great job with things on I-15 and after five years they have gotten used to how to get around Corona after 8:00 or 9:00 p.m. Commissioner Speake expressed appreciation for it, and he is aware the people traveling on I-15 will appreciate it, but they would appreciate it that much more if they could find a way to do something with that. He expressed it is maddening to stand out there on the bridge and look down because everything is there, and the room is there.

Stephanie Blanco replied about that lane drop, that scope is in the Next Project the I-15 COP so they are going through project development as quickly as possible to be able to implement that by 2025.

Commissioner Speake asked if they were to get that sometime after September and they did not have to wait until 2025 could they do an interim project and restripe that so people could have access to it. He stated all joking aside, he is aware they are waiting for that air quality study to be done, but it is somehow better for thousands of cars to sit there for hours at a time. Even with the heat map as shown on slide three it shows a drastic improvement, but he is aware with that lane drop eliminated it is almost back to a reasonable amount of waiting.

Stephanie Blanco stated they are doing their best to try to expedite the I-15 COP, but they will try to progress it as quickly as possible.

Commissioner Speake expressed appreciation for that and stated it is a serious question whether or not if they do somehow after the project is complete in mid-July or September if there a way to restart that as in interim project between now and 2025. He suggested people are going to end up driving through there and they are doing it now and he is worried about that part too.

Anne Mayer replied the answer to that question is possibly. One of the things about this Commission that she does appreciate is that they have all set an expectation and it is an expectation that staff always strives to meet. If there is a way to do it lets do it and they will continue to monitor what is happening in that area. She stated Stephanie Blanco noted that section is included in the scope for the I-15 COP, so it is included in the project that is coming in three years. The Governor had some exciting announcements about I-15 out by state line that would do something similar here and they did go through the same committee the Commission has to go through and they were also denied at that committee. She explained they are consistent across the board, and she is appreciative of that process as that project evolves and Kome Ajise, the Southern California Association

of Governments (SCAG) Executive Director, have had multiple conversations and Kome at SCAG is the convener of that committee. Kome Ajise has indicated if that project on I-15 comes back for reconsideration that RCTC's request for the extension to the north also comes back at the same time. Anne Mayer explained there is the I-15 COP, they have gotten attached to the I-15 state county line issue, which is a possibility, or perhaps if the air quality modeling is completed in advance and there is an opportunity to create an interim project, they can talk about it at that time. Finally, as was discussed at the last Commission meeting, they sent a letter to Caltrans Headquarters and the California Transportation Commission (CTC) related to their 2022 SHOPP Program, which is the program where they would fund auxiliary lane projects and they asked them to include the I-15 auxiliary lanes that were included in the Caltrans District 8 Study.

At this time, Commissioner Zimmerman left the meeting.

Commissioner Speake thanked Anne Mayer.

Anne Mayer stated they are looking at any and all possibility here to do as much improvement as they can in this area as they are aware it is needed. They wanted to bring this status to this committee today as they are on a very tight timeline and do not want to let time go by while they are going through subsequent committee processes. They will open the bids, evaluate the bids, and go straight to the Commission for action to get the contracts awarded as quickly as possible. She expressed appreciation to David Thomas, Stephanie Blanco, and Mark Firger, Parsons, for pushing so hard on this and to Caltrans for being a collaborative partner.

M/S/C to receive a verbal update on status on 15 Interim Corridor Operations Project.

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

Chair Lorimore stated this item is for the Western Riverside County Programs and Projects Committee to conduct an election of the officers for 2022.

At this time, Chair Lorimore opened nominations for the Chair position.

Chair Lorimore, seconded by Commissioner Karen Spiegel, nominated Vice Chair Ben Benoit for the Chair position for 2022.

No other nominations were received. The Chair closed the nominations. Ben Benoit was elected as the Western Riverside County Programs and Projects Committee's Chair for 2022.

Commissioner Karen Spiegel, seconded by Commissioner Wes Speake, nominated Commissioner Brian Berkson for the Vice Chair position for 2022.

No other nominations were received. The Chair closed the nominations. Brian Berkson was elected as the Western Riverside County Programs and Projects Committee's Vice Chair for 2022.

13. EXECUTIVE DIRECTOR REPORT

Anne Mayer announced:

11A. Anne Mayer welcomed and introduced RCTC's new Chief Financial Officer Sergio Vidal.

11B. Last weekend, the Westbound 91 55-hour closure was cancelled due to the high wind advisory. The team will access the next window to do that and staff will keep them informed.

Chair Lorimore welcomed Sergio Vidal. He expressed appreciation for letting him serve as Chair for 2021.

14. COMMISSIONER COMMENTS

There were no Commissioner comments.

15. ADJOURNMENT

There being no further business for consideration by the Western Riverside County Programs and Projects Committee, the meeting was adjourned at 2:38 p.m.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Lisa Mobley', with a stylized flourish at the end.

Lisa Mobley
Administrative Services Manager/
Clerk of the Board

AGENDA ITEM 7

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	February 28, 2022
TO:	Western Riverside County Programs and Projects Committee
FROM:	David Lewis, Capital Projects Manager
THROUGH:	Marlin Feenstra, Project Delivery Director
SUBJECT:	Agreement for Preparation of Plans, Specifications and Estimate for the Mid County Parkway Project Construction Package No. 2 from Redlands Avenue to Ramona Expressway

STAFF RECOMMENDATION:

This item is for the Committee to:

- 1) Award Agreement No. 21-31-119-00 to Jacobs Engineering Group to prepare plans, specifications, and estimates (PS&E) for the Mid County Parkway Construction Package No. 2 from Redlands Avenue to Ramona Expressway (Project), in the county of Riverside and city of Perris, in the amount of \$12,314,073, plus a contingency amount of \$1,231,407 for potential changes in scope, for a total amount not to exceed \$13,545,480, contingent upon obligation of federal Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) - Surface Transportation Block Grant (STBG) funds and federal formula STBG funds by the Federal Highway Administration (FHWA);
- 2) Approve the use of \$5,686,000 of state Senate Bill 1 Local Partnership Program (LPP) Formula Cycle 3 funds for the Project design;
- 3) Approve the use of \$6,313,592 of CRRSAA STBG funds for the Project design;
- 4) Approve the use of \$1,545,888 of STBG funds for the Project design;
- 5) Authorize the Executive Director to make changes between fund types within the total amounts approved by the Commission to facilitate the most efficient use of funds;
- 6) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission;
- 7) Authorize the Executive Director, pursuant to legal counsel review, to execute Native American monitoring agreements in an amount not to exceed \$50,000;
- 8) Authorize the Executive Director or designee to approve contingency work as may be required for the Project; and
- 9) Forward to the Commission for final action.

BACKGROUND INFORMATION:

The MCP is a proposed 16 mile east-west highway that will stretch from State Route-79 in the Hemet Valley to I-215 at Placentia Avenue in the city of Perris. In 1998, the Commission began

work on a process to locate new major transportation facilities to serve the current and future transportation needs of Western Riverside County while preserving critical habitat. This process, called the Community and Environmental Transportation Acceptability Process (CETAP), represented a balanced approach to the provision of important transportation improvements, while limiting the impacts on communities and the environment. The CETAP corridors are an integral part of the County's general plan and the Multiple Species Habitat Conservation Plan (MSHCP). As part of the CETAP process, the Commission approved moving forward with project level environmental studies for the MCP project on December 13, 2003.

At its April 2015 meeting, the Commission as the lead agency under the California Environmental Quality Act (CEQA) certified the final environmental impact report, adopted findings pursuant to CEQA, adopted a mitigation monitoring and reporting program, adopted a statement of overriding considerations, and approved the MCP project. As the lead agency under the National Environmental Policy Act, FHWA approved the final environmental impact statement on April 15, 2015, and issued a record of decision for the MCP project in August 2015.

In December 2015, the Commission purchased 154.3 acres of land (referred to as the Sweeney parcel), which satisfied the majority of the MSHCP habitat requirements for the entire MCP project. In July 2020, the Commission purchased 32.63 acres of land (referred to as the San Timoteo Canyon parcel), which satisfies the remaining environmental mitigation requirements for the MCP Project.

DISCUSSION:

As the Commission developed its Strategic Assessment, which was approved in January 2016, it was recognized that in order to deliver the major new corridor projects such as the MCP and 79 Realignment, separate smaller construction packages would have to be developed that are fundable and buildable, and at the same time provide immediate public benefit. Staff was directed to study phasing and prioritization alternatives to determine if/how projects can be scaled or deferred to reflect funding constraints and state and federal policy challenges.

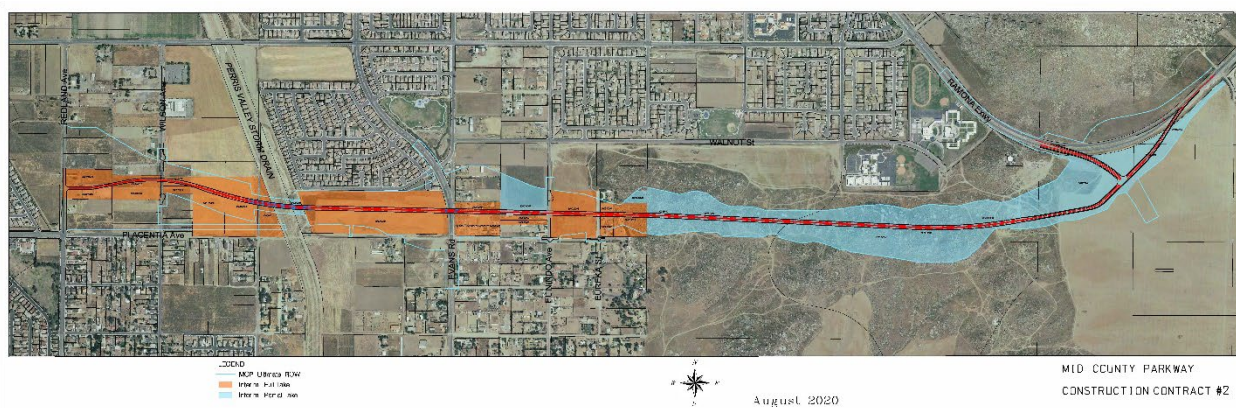
Subsequently, at its January 2016 meeting, the Commission authorized staff to proceed with design and right of way (ROW) acquisition for the first construction package, the I-215/Placentia Avenue Interchange project. At its October 24, 2016, Commission meeting, the Commission authorized the acquisition of ROW and mitigation property for the entire MCP in accordance with the Commission's ROW policies and procedures. At its June 2020 meeting, the Commission approved the construction contract for the I-215/Placentia Avenue interchange project, which is scheduled for completion in September 2022.

Although the approved environmental document anticipates that the MCP will ultimately be a State-owned facility, Caltrans has indicated that they would not accept ownership or maintenance of MCP until the facility is complete, which could be many years from now. Because of this, and also due to the fact that the state's current policies do not support additional capacity

on the state highway system, staff has been working with the County and the city of Perris to scope this Project in a way that provides a buildable, fundable project that provides immediate public benefit and meets the local agency needs for safety and maintenance.

The MCP Construction Contract #2 Project will construct approximately 3 miles of the 16-mile MCP Project and will consist of one mixed flow lane in each direction from Redlands Avenue to Wilson Avenue, and two lanes in each direction from Wilson Avenue to Ramona Expressway. The new facility will have 4-foot inside shoulders, a median barrier, and 2-foot paved outside shoulders, with wider dirt shoulders to accommodate disabled vehicles. Additionally, the Project includes the construction of bridges over the Perris Valley Storm Drain and Evans Road. A detailed map is included as Attachment 1. It is anticipated to start construction on this new facility by late 2024.

Figure 1. MCP Construction Package No. 2 Map



Procurement Process for Final Design

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

RFQ No. 21-31-119-00 for preparation of plans, specifications, and estimates for the Project was released by staff on August 5, 2021. The RFQ was posted on the Commission's Planet Bids website, which is accessible through the Commission's website. Through Planet Bids, 132 firms downloaded the RFQ; 33 of these firms are located in Riverside County. A pre-submittal meeting was held on August 12, 2021 and attended by 18 firms. Staff responded to all questions submitted by potential proposers prior to the August 19, 2021 clarification deadline. Five firms – HDR Engineering and WKE (Riverside, CA); Jacobs Engineering Group (Ontario, CA); Mark Thomas &

Company (Irvine, CA); TranSystems Corporation (Ontario, CA); and T.Y. Lin International (Ontario, CA); submitted responsive and responsible statements of qualifications prior to the 2:00 p.m. submittal deadline on September 16, 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 County of Riverside staff.

Based on the evaluation committee's assessment of the written proposals and pursuant to the terms of the RFQ, the evaluation committee shortlisted and invited two firms (Jacobs Engineering Group and T.Y. Lin International) to the interview phase of the evaluation and selection process. Interviews were conducted on October 28, 2021.

The evaluation committee conducted a subsequent evaluation of each firm, based on both written and interview components presented to the evaluation committee by each proposer. Accordingly, the evaluation committee recommends contract award to Jacobs Engineering Group to provide PS&E services for the Project, as it earned the highest total evaluation score.

Subsequently, staff negotiated the scope of work (including the appropriate level of effort, labor categories/mix, etc.), cost, and schedule proposal received from Jacobs Engineering Group for the Project services and established a fair and reasonable price. The proposed cost, including contingency, is \$13,545,480. A 10 percent contingency is assumed for this project. Staff anticipates the PS&E will be complete in late 2023 or early 2024.

Native American Agreements

Subsurface investigations such as trenching and exploratory borings will be required during this design phase to obtain information on subsurface conditions in the project area. Because of the sensitivity of the project area with local Native American tribes, monitoring agreements will be needed with as many as five local tribes in the event that cultural resources are found during these subsurface investigations. The aggregate value of these agreements is estimated to be \$50,000. Additional Native American monitoring agreements will be needed when the project enters the construction phase.

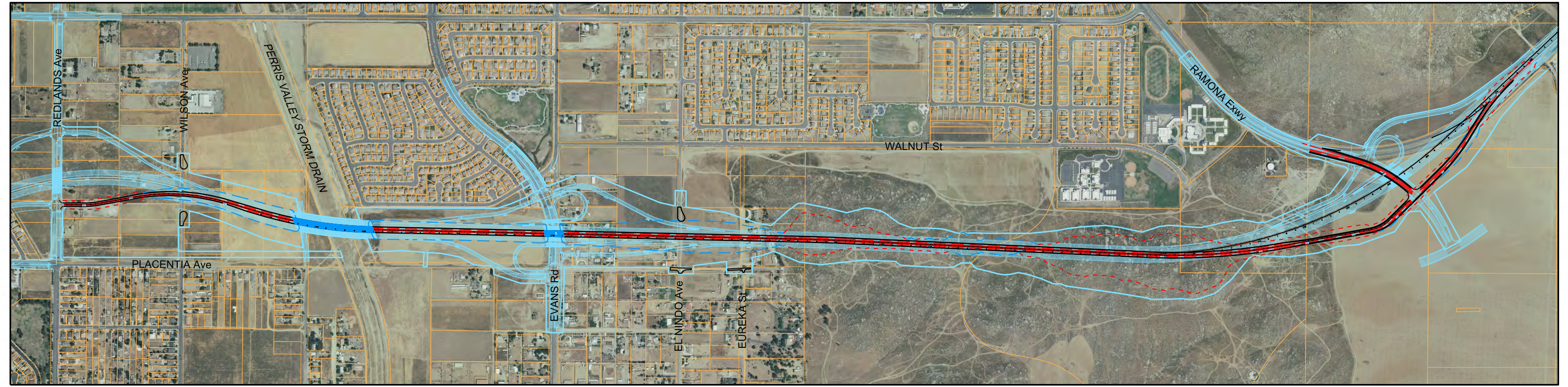
Funding

Funding for the PS&E services will consist of \$5,686,000 of LPP Formula Cycle 3 funds, \$6,313,592 of CRRSAA STBG funds, and \$1,545,888 of STBG funds. The Native American monitoring agreements in an amount not to exceed \$50,000 will be funded by Measure A.

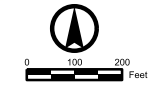
Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2021/22 FY 2022/23+	Amount:	\$ 1,000,000 \$12,595,480
Source of Funds:	LPP Formula Cycle 3 \$5,686,000 CRRSAA STBG \$6,313,592 STBG \$1,545,888 Measure A \$50,000			Budget Adjustment:	No N/A
GL/Project Accounting No.:	002324 81102 00000 0000 261 31 81101				
Fiscal Procedures Approved:	<i>Matt Wallace</i>			Date:	02/22/2022

Attachments:

- 1) Exhibit Map – Redlands Avenue to Ramona Expressway
- 2) Agreement No. 21-31-119-00 with Jacobs Engineering Group



- LEGEND:
- Ultimate MCP
 - - - Top of Cut
 - Toe of Fill
 - ▨ Bridge
 - Parcel Boundary



MCP Interim Buildout Package
Construction Contract 2
Redlands Avenue to Ramona Expressway

Plan Exhibit
Mid County Parkway Project

Agreement No. 21-31-119-00

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

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
JACOBS ENGINEERING GROUP INC.
FOR
PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATES
AND ESTIMATES
FOR THE
MID COUNTY PARKWAY PROJECT CONSTRUCTION CONTRACT NO. 2
FROM REDLANDS AVENUE TO RAMONA EXPRESSWAY**

Parties and Date.

This Agreement is made and entered into this ____ day of _____, 2022, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and JACOBS ENGINEERING GROUP INC. ("Consultant"), a CORPORATION. The Commission and Consultant are sometimes referred to herein individually as "Party", and collectively as the "Parties".

Recitals.

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

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

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

D. A source of funding for payment for professional services provided under this Agreement is federal funds administered by the California Department of Transportation ("Caltrans") from the United States Department of Transportation pursuant to the following project/program: FEDERAL HIGHWAY ADMINISTRATION.

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

F. The Commission desires to engage Consultant to render such services for the Mid County Parkway Project Construction Contract No. 2 from Redlands Avenue to Ramona Expressway ("Project"), as set forth in this Agreement.

Terms.

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

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

3. Pre-Award Audit. As a result of the federal funding for this Project, and to the extent Caltrans procedures apply in connection therewith, issuance of a "Notice to Proceed" may be contingent upon completion and approval of a pre-award audit. Any questions raised during the pre-award audit shall be resolved before the Commission will consider approval of this Agreement. The federal aid provided under this Agreement is contingent on meeting all Federal 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 Federal and State process reviews. In addition, the applicable federal agency, or Caltrans acting in behalf of a federal agency, may require that prior to performance of any work for which Federal reimbursement is requested and provided, that said federal agency or Caltrans must give to Commission an "Authorization to Proceed".

4. Caltrans 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 24 and 25 of this Agreement.

4.2 During Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA (which may include review by the Independent Office of Audits and Investigations), 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.

4.4 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.

4.5 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 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 December 31, 2027 unless extended by contract amendment.

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

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

6. Commission's Contract Administrator. The Commission hereby designates the Commission's Executive Director, or his or her designee, to act as its Contract Administrator for the performance of this Agreement ("Commission's Contract Administrator"). Commission's Contract Administrator shall have the authority to act on behalf of the Commission for all purposes under this Agreement. Commission's Contract Administrator shall also review and give approval, as needed, to the details of

Consultant's work as it progresses. Consultant shall not accept direction or orders from any person other than the Commission's Contract Administrator or his or her designee.

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

8. Substitution of Key Personnel. Consultant has represented to the Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by the Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are as follows: Alicia Cannon, Gary Tomasetti, Steve Henderson, Birgitta Ongawan, Erin DeMarco, Thu Luu, Rob Henderson, Loren Bloomberg and Janet Danker.

9. Standard of Care; Licenses; Evaluation.

9.1 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.

9.2 Consultant's performance will be evaluated by Commission. A copy of the evaluation will be sent to Consultant for comments. The evaluation together with the comments shall be retained as part of the Agreement record.

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

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

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

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

cost issues, and future Project objectives. Consultant shall be responsible for the preparation and distribution of meeting agendas to be received by the Commission and other attendees no later than three (3) working days prior to the meeting.

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

12. Delay in Performance.

12.1 Excusable Delays. Should Consultant be delayed or prevented from the timely performance of any act or Services required by the terms of the Agreement by reason of acts of God or of the public enemy, acts or omissions of the Commission or other governmental agencies in either their sovereign or contractual capacities, fires, floods, epidemics, pandemics, 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, Caltrans and FHWA to inspect or review Consultant's work in progress at any reasonable time.

16. Claims Filed by Contractor.

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

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

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

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

17. Final Acceptance. Upon determination by the Commission that Consultant has satisfactorily completed the Services required under this Agreement and within the term herein, the Commission shall give Consultant a written Notice of Final Acceptance.

Upon receipt of such notice, Consultant shall incur no further costs hereunder, unless otherwise specified in the Notice of Final Acceptance. Consultant may request issuance of a Notice of Final Acceptance when, in its opinion, it has satisfactorily completed all Services required under the terms of this Agreement. 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. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

19. Fees and Payment.

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

accommodate the changed work. The maximum total cost as specified in Section 19.9 shall not be exceeded, unless authorized by a written amendment.

19.2 The indirect cost rate established for this Agreement is extended through the duration of this Agreement. Consultant's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or Agreement award.

19.3 In addition to the allowable incurred costs, Commission shall pay Consultant a fixed fee of Seven Hundred Eighty-Two Thousand Three Hundred Thirty-Two Dollars (\$782,332). The fixed fee is nonadjustable for the term of this Agreement, except in the event of a significant change in the Scope of Services, and such adjustment is made by written amendment.

19.4 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.

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

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

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

19.8 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

19.9 The total amount payable by Commission including the fixed fee shall not exceed Twelve Million Three Hundred Fourteen Thousand Seventy-Four Dollars (\$12,314,074).

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; Suspension.

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

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

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

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

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

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

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

21.8 Consultant may not terminate this Agreement except for cause.

21.9 Suspension. In addition to the termination rights above, Commission may temporarily suspend this Agreement, at no additional cost to Commission, provided that Consultant is given written notice of temporary suspension. If Commission gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with a notice of termination.

22. Cost Principles and Administrative Requirements.

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

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

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

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

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

23.1 Accounting System. Consultant and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item for the Services. The accounting system of Consultant and its subcontractors shall conform to Generally Accepted Accounting

Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

24. Audit Review Procedures.

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

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

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

25. Subcontracting.

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

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

25.3 Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by Commission.

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

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

25.6 Exhibit "C" may also set forth the rates at which each subconsultant shall bill the Consultant for Services and that are subject to reimbursement by the Commission to Consultant. Additional Direct Costs, as defined in Exhibit "C" shall be

the same for both the Consultant and all subconsultants, unless otherwise identified in Exhibit "C". The subconsultant rate schedules and cost proposals contained herein are for accounting purposes only.

26. Equipment Purchase

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

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

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

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

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

27. Labor Code Requirements.

27.1 Prevailing Wages.

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

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

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

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

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

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

27.4 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as

indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

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

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

28. Ownership of Materials/Confidentiality.

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

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

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

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

28.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data,

computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

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

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

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

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

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

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

29. Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, its directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, its directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission and its directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, its directors, officials officers, employees, consultants, agents, or volunteers.

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

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

30. Insurance.

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

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

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

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

30.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. For Consultant, such insurance shall be in an amount not less than \$1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and

must include a provision establishing the insurer's duty to defend. Subconsultants of Consultant shall obtain such insurance in an amount not less than \$1,000,000 per claim. Notwithstanding the foregoing, the Commission may consider written requests to lower or dispense with the errors and omissions liability insurance requirement contained in this Section for certain subconsultants of Consultant, on a case-by-case basis, depending on the nature and scope of the Services to be provided by the subconsultant. Approval of such request shall be in writing, signed by the Commission's Contract Administrator.

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

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

(a) General Liability.

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

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

(iii) The policy shall give the Commission, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 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.

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

30.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented,

Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

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

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

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

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

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

apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

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

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

32. Additional Work. Any work or activities that are in addition to, or otherwise outside of, the Services to be performed pursuant to this Agreement shall only be performed pursuant to a separate agreement between the parties. Notwithstanding the foregoing, the Commission's Executive Director may make a change to the Agreement, other than a Cardinal Change. For purposes of this Agreement, a Cardinal Change is a change which is "outside the scope" of the Agreement; in other words, work which should not be regarded as having been fairly and reasonably within the contemplation of the parties when the Agreement was entered into. An example of a change which is not a Cardinal Change would be where, in a contract to construct a building there are many changes in the materials used, but the size and layout of the building remains the same. Cardinal Changes are not within the authority of this provision to order, and shall be processed by the Commission as "sole source" procurements according to applicable law, including the requirements of FTA Circular 4220.1D, paragraph 9(f).

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

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

33. Prohibited Interests.

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

33.2 Consultant Conflict of Interest.

(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. Consultant agrees to advise Commission of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest if required by either Commission or State law.

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

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

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

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

33.4 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of

this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

33.5 **Covenant Against Contingent Fees.** As 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 contract 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 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 either party commencing any legal action under this Agreement, the Parties agree to try in good faith, to resolve any dispute amicably between them. If a dispute has not been resolved after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either Party may seek any other available remedy to resolve the dispute.

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

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

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

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

CONSULTANT:

COMMISSION:

JACOBS ENGINEERING GROUP INC. Riverside County Transportation Commission
3257 E. GUASTI ROAD, SUITE 120 4080 Lemon Street, 3rd Floor
ONTARIO, CA 91761 Riverside, CA 92501
Attn: Alicia Cannon Attn: Executive Director

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

54. Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an

original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[Signatures on following page]

DRAFT

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

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

RIVERSIDE COUNTY TRANSPORTATION COMMISSION By: _____ Anne Mayer Executive Director <i>Approved as to Form:</i> By: _____ Best, Best & Krieger LLP General Counsel	CONSULTANT 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.

The following exhibits shall be attached to the final agreement from the RFQ or the successful proposal, as applicable. Exhibit "D" to the Model Agreement is included behind this page.

EXHIBIT "A" - SCOPE OF SERVICES

EXHIBIT "B" - SCHEDULE OF SERVICES

EXHIBIT "C" - COMPENSATION PROVISIONS

EXHIBIT "E" - CONSULTANT DBE COMMITMENT

EXHIBIT "F" - DISCLOSURE OF LOBBYING ACTIVITIES

DRAFT

**Mid County Parkway Project Construction Contract No. 2
From Redlands Avenue to Ramona Expressway
(RCTC RFQ No. 21-31-119-00)
(Preparation of Plans, Specifications and Estimates, PS&E)
(11/17/2021)**

GENERAL ASSUMPTIONS

The following are general assumptions that apply to the entire scope of work:

- Review of any deliverable will be accomplished with one review period. For example, the 35% deliverables will consist of one review, 65% will have one review, 95% will have one review, etc. Review period for RCTC, RCTD, and City of Perris will take place at the same time.
- PS&E submittals will be reviewed in a maximum of thirty (30) working days.
- Design will use Bentley Microstation Connect and OpenRoads software for all design drawings.
- Use ProjectWise to coordinate all design drawings.
- Reports will be reviewed in a maximum of twenty (20) working days.
- Jacobs will compile all comments from the same Agency into one comment response matrix and identify conflicting comments to discuss during comment resolution meeting. Separate comment response matrix will be provided for each agency.
- Project plans and Special Provisions will be developed based on Riverside County Transportation Department standards, the 2018 Caltrans Standard Plans, 2018 Standard Specifications, Caltrans Plans Preparation Manual, and AASHTO (8th Edition). Standards will not be changed/updated for the duration of this project.
- Submittals to all agencies will conform to RCTD CADD standards for title block, presentation, scale, content, style, etc. No early design packages are anticipated or included. This will be confirmed during project kick-off meeting and documented in meeting minutes that all agencies are in concurrence with RCTD CADD format. Additional submittals required by other Agencies to conform to their standards are not included unless discussed during project kick-off meeting.
- All submittals will be made electronically and in PDF format. CADD files will be prepared at the conclusion of the project and after all approvals are in place.
- Design Standards and Design Guidance will not change after the project starts.
- If any design elements are revised or if new direction is provided after 35%, 60%, 95% and 100% PS&E submittal to County and Caltrans, such that they affect the design, will necessitate a Request for Change and Amendment.
- One (1) Health and Safety Plan will be prepared for the project team under this contract and updated as needed throughout the life of the project.
- Durations estimated at:

03 Scope Assumptions

- Twenty-three (23) months for PS&E (assumed start January 2022 thru November 2023)
- Five (5) months for Bidding and Award (December 2023 thru April 2024)
- Twenty-four (24) months for Construction (April 2024 thru April 2026)

TASK ASSUMPTIONS

Task 2. Project management, Bid Support and Design Support During Construction

Task 2.1 Project Management/Project Administration

- General:
 - One (1) Kickoff Meeting with all Stakeholders, five (5) staff in attendance for two hours, includes preparation of meeting minute.
 - One (1) Kickoff Meeting with Jacobs Internal Project Team, ten (10) staff in attendance for one hour.
 - Up to fifty-two (52) bi-weekly Progress Meetings, assumed to be one hour each, two (2) in attendance with RCTC and Jacobs Key Personnel.
 - Up to sixty (60) Utility meetings with each utility company to discuss conflicts and relocations, assumed to be one hour each, two (2) in attendance. The utility companies include: Southern California Edison (SCE), Southern California Gas Company (SCGC), Eastern Municipal Water District (EMWD), Verizon, and Adelphia. This will include in person, virtual, or at the field site.
 - Up to four (4) specialty meetings for one hour, and 5 staff in attendance.
 - Up to fifty-two (52) Monthly Invoices and Progress Reports including: a narrative of work performed, areas of concern, actions/approvals needed from RCTC, a schedule assessment and proposed ways to mitigate issues and problems that arise, and recommendations regarding ongoing design work.
 - Up to thirty (30) Change Log Updates to document all recommended, pending, approved and incorporated changes.
 - Up to twenty-three (23) monthly schedule updates (thru PS&E only).
 - For the purposes of this scope of work, twenty-three (23) PDT meetings are assumed and up to twenty-three (23) monthly meetings with RCTC, meetings will include key personnel for one hour.
 - Project will last a total of fifty-two (52) months that includes twenty-three (23) months design, five (5) months bidding assistance and award of construction contractor, and twenty-four (24) months design services during construction.
 - The Jacobs team schedule is for design only. The Bidding Support Schedule and the construction schedule will be provided by others.

03 Scope Assumptions

- Up to thirty (30) additional coordination meetings will be required, assuming 5 key personnel in attendance for one hour. This would include school district, Riverside County Flood Control, adjacent developers, etc.
- Constructability review meetings with RCTC Construction Management consultant during the 95% and 100% submittals, assume five (5) meetings with two (2) in attendance for two hours each.

Task 2.2 Bid Support and Design Support during Construction

- Construction Contract Support:
 - Only one bid period and one contract will be needed for all the PS&E improvements.
 - The Advertising, Award, and Administration will be provided by others. RCTC will be responsible for the preparation of the construction contractor contract.
- Bid Support:
 - Attend one pre-bid meeting.
 - Provide support information for pre-bid meeting, answer questions, provide addendum
 - Bid period support will occur for 5 months. Management/Administration/Coordination: 5 months x 30 hours/month = 150 hours.
 - Prepare handouts and PowerPoint for Pre-Bid meeting: 20 hours.
 - Answer questions and provide Addenda: 250 hours.
 - We have estimated a level of effort of 420 hours would be required for bidding assistance.
 - Since the exact level of effort cannot be determined at this time Jacobs team will update RCTC each month on expenditures incurred in order to monitor how the anticipated funds are being used and to determine if additional funds will be needed.
- Design Support during Construction:
 - It is difficult or near impossible to predict the Design Support during Construction that will be needed for this project or any project. Therefore, we have set an anticipated maximum amount of hours we anticipate that would be needed as follows:
 - Management/Administration/Coordination: 24 months x 15 hours/month = 360 hours.
 - RFI's, Shop Drawings: 80 RFIs/Shop Drawings x 6 hours = 480 hours.
 - Site Visits, meetings with contractor & follow up: 20 site visits x 16 hours = 320 hours. Perform up to 20 site visits consisting of 2 people per visit. Estimated mileage of 120 miles roundtrip.
 - Change Order review requested by RCTC: 25 CCOs x 24 hours = 600 hours.
 - Drawings/information to address unforeseen field conditions: 10 drawings x 20 hours = 200 hours.
 - Total Hours = 1,960 hours

03 Scope Assumptions

- Since the exact level of effort cannot be determined at this time Jacobs team will update RCTC each month on expenditures incurred in order to monitor how the anticipated funds are being used and to determine if additional funds will be needed.
- Jacobs will not be responsible for any construction inspection.
- As-built drawings are included in each individual discipline scope.

Task 3. Civil Scope of Work

Task 3.1 General Civil Design Requirements

- Design Standards and Format of Design Documents
 - See General Assumptions.

Task 3.2 Survey Work (Coast Surveying)

- General:
 - All surveys will be performed based on the same control utilized by Caltrans for the existing Topographic Surveys provided.
 - Survey research, monument search and GPS ties into the project control.
 - All control points utilized for this survey will be included and a Project Control Map provided.
 - Boundary analysis and calculations provided.
 - Prepare a Land Net for the project.
 - Prepare Appraisal Maps
 - Prepare up to 29 legal descriptions and sketches, both for full and partial takes on the project.
 - Prepare a Pre-construction Record of Survey and process with the County of Riverside.
 - Post-construction monument perpetuation will be the responsibility of the Construction Contractor's Professional Land Surveyor.
- Topographic Site Surveys:
 - Topographic survey will be tied in to the horizontal and vertical control.
 - Survey coordinates will be provided at all tie-in locations.
- Aerial Mapping:
 - Aerial targets will be provided to tie aerial mapping into survey control.
 - An overall aerial mapping and image will be provided for the project.
- Additional ODC's:
 - Up to 29 Title Reports
 - County Surveyor's Map Check Fees

03 Scope Assumptions

- County Recorder's Fees
- County Clerk's Fees
- Exclusions:
 - Preparation of any Temporary Construction Easements (TCE's), Slope Easements, Drainage Easements, Utility Easements, or Remainder Parcels legal descriptions.

Task 3.3 Roadway Assumptions

- General:
 - Hold internal weekly meetings with all disciplines throughout the project to coordinate the work.
 - Use Project-Wise to coordinate all design drawings.
 - Coordinate with design team on new concepts and innovations – sound berm, solar lighting, stockpile locations, etc.
 - Review all existing project documentation.
 - Gather all As-Built plans, organize and post on server.
 - We will obtain the necessary permits for the project to go to construction.
 - Coordination and interaction with OPC on utility impacts. We will responsible for the identification of all utility conflicts associated with construction in the manner proposed. We will be responsible for the identification of all required pothole locations.
 - Preparation of the existing utility base file which will include size, owner, offset, etc. Jacobs team will not be liable for any information related to the utility data/information provided by others. Existing utility base file will be based upon as-built information provided by each utility owner and supplemented by visual survey of above-ground utilities (e.g. poles, pedestals, vaults) and any required potholing necessary to establish the horizontal and vertical location of underground utilities.
 - Provide support to OPC for Utility Coordination in the preparation of the following:
 - Preparation of the utility conflict matrix.
 - Determining pothole locations based on review of as-builts and above-ground utilities survey.
 - Coordinate with OPC to get the relocation plans from each utility company, review and provide approval of relocation plans.
 - Preparation of Pothole drawings and pothole for utilities in potential conflict with the proposed improvements.
 - Typical Cross Sections to be included with 35%, 60%, 95%, and 100% submittals.
 - Up to 5 sheets will be required.
 - Title, Key Map and Line Index to be included with 35%, 60%, 95%, and 100% submittals.

03 Scope Assumptions

- Up to 3 sheets will be required.
 - Layouts to be included with 35%, 60%, 95%, and 100% submittals.
 - Up to 20 Sheets will be required.
 - Profile and Superelevation to be included with 35%, 60%, 95%, and 100% submittals.
 - Up to 22 Sheets (20 Mainline Profiles/2 Cross Streets) will be required.
 - Construction Details and ADL Plans to be included with 60%, 95%, and 100% submittals.
 - Up to 25 Sheets will be required.
 - Erosion Control Plans to be included with 60%, 95%, and 100% submittals.
 - Up to 20 Sheets will be required.
 - Water Pollution Control Plans, Details and Quantities to be included with 60%, 95%, and 100% submittals.
 - Up to 25 Sheets will be required.
 - Contour Grading Plans to be included with 60%, 95%, and 100% submittals.
 - Up to 20 Sheets will be required.
 - Utility Plans and Details to be included with 60%, 95%, and 100% submittals.
 - Up to 25 Sheets will be required.
 - Stage Construction Plans, Details, and Quantities to be included with 60%, 95%, and 100% submittals.
 - Up to 32 Sheets will be required.
 - Summary of Quantities to be included with 60%, 95%, and 100% submittals.
 - Up to 5 Sheets will be required.
 - Sound wall Plans, Details, and Quantities to be included with 60%, 95%, and 100% submittals.
 - Up to 6 Sheets will be required.
 - Right of Way Mapping (Right of Way Requirement Sheets)
 - Up to 20 Sheets will be required.
- Field Visits:
 - Field visit to identify existing utilities with utility companies: Up to 10 visits of 2 people per visit. Estimated mileage of 120 miles roundtrip. This accounts for two visits per utility company.
 - Field visits for roadway design: Up to 8 visits of 3 people per visit. Estimated mileage of 120 miles roundtrip.

03 Scope Assumptions

- Field visit for traffic design: Up to 4 visits of 2 people per visit. Estimated mileage of 120 miles roundtrip.
- Design Standard Decision Document (DSDD) will be prepared, if required
 - Initial Review of Draft DSDD by County, Caltrans, RCTC, and City of Perris during 60% submittal
 - One review cycle per submittal will occur at 60%, 95%, and 100%.
 - Final approved DSDD provided with approved PS&E package
- Roadway PS&E Reviews (35%, 60%, 95%, 100%):
 - Reviews will be done by County, Caltrans, RCTC and City of Perris
 - One review cycle per submittal will occur.
 - All comments will be received at the end of the comment review period.
 - One comment resolution meeting will be held to resolve any conflicting comments.

Task 3.4 Structures Assumptions

- General:
 - The Jacobs team will prepare bridge, soundwall, and retaining wall designs based on AASHTO LRFD Bridge Design Specifications, 2017, Eighth Edition, with Caltrans Amendments (AASHTO-CA-BDS-6) and Caltrans Seismic Design Criteria, Version 2.0. This scope of services is based on three new bridge designs.
 - All bridges will be single stage construction.
 - There are no bridge mounted signs.
 - Use Project Wise to coordinate all design drawings.
 - Barrier will be provided on all structures.
 - The geotechnical team will develop the LOTB sheets. Only minor markups and border modifications will be performed by the structures team.
 - Deck drainage calculations will be performed by the drainage team and will be included in the bridge design calculation binders for reference.
 - Caltrans XS sheets will be used and modified, as needed.
 - The BSDS will be developed by the roadway team with input from the structures team.
 - All 3 structures, Perris Valley SD UC, Evans Rd UC and El Nido Ave UC, are assumed to be CIP/PT Concrete box girder structures support on single column bents and footings on pile caps.

03 Scope Assumptions

- The supports for each structure will be skewed to accommodate the future widened condition.
- All aesthetic details and requirements for the structure will be coordinated and developed outside of the structures scope.
- Architectural treatment on the bridges is to be limited to form liner on the barriers and wingwalls. Patterns to be determined by others.
- Non-standard retaining walls are excluded from the structures fee. Caltrans standard plans will be used for retaining wall design.
- Non-standard sound walls are excluded from the structures fee. Caltrans standard plans will be used for all sound wall design.
- Non-standard overhead signs are excluded from the structures fee. Caltrans reference sheets will be used for all OH sign design.
- Miscellaneous structure support does not include design calculations. It includes coordination, attending meetings, and providing reviews of plans or details for other disciplines.
- Caltrans standard plans and specifications will be used.
- 35% Design:
 - Each structure will have a separate type selection report for a total of 3 type selection reports.
 - Only one type selection meeting will be required and all 3 structures will be covered in the same meeting.
 - General Plan estimates will be provided with the Type Selection Reports.
- 60% Design
 - Only a Structure SSP table of contents will be provided for the 65% submittal.
- 95% Design:
 - The draft structure SSP will be prepared for the 95% submittal.
 - Independent checks will be performed on the 65% unchecked details plan set for each structure.
- 100% Design:
 - Any review comments received on the 100% submittal are follow up to previous comments and are not new comments requesting preference-based changes.
- Services During Construction/As-Built:
 - All temporary structures or shoring design or review is excluded from the scope.
 - All design, detailing or review of erection equipment, formwork, falsework, or temporary erection supports is excluded from the scope.

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- Up to 2 people attending the preconstruction meeting.
- Excludes contract analysis, structure bid analysis and square foot cost analysis.
- Markups for as-builts will be provided to the design team at the end of construction. Effort for as-builts up to 3 hours per sheet.
- Project close-out is handled by others.
- Provide all electronic files to RCTC upon completion of as-builts

Task 3.5 Drainage Assumptions

- General
 - Bridge Hydraulics
 - Design flow information for Perris Valley Storm Drain will be provided by RCFCWCD within a reasonable time upon request, e.g. one week. No new hydrologic analysis is expected to be required and is excluded from this work.
 - HEC-RAS (one-dimensional) will be used to evaluate the project impacts. Two-dimensional hydraulic analysis, if deemed to be required, will be scoped separately by Amendment.
 - Drainage Plans
 - Up to 20 Sheets will be required.
 - Drainage Profiles
 - Up to 47 Sheets will be required.
 - Drainage Details
 - Up to 39 Sheets will be required.
 - Drainage Quantities
 - Up to 26 Sheets will be required.
 - Drainage Report
 - Riverside County Hydrology Manual is basis for hydrologic analysis
 - Storm drain hydraulic analysis will be developed using HY-8, FlowMaster, or other similar software. Where needed, detailed hydraulic analysis will be performed using WSPGW.
 - Infiltration Testing for stormwater treatment will be performed according to the scope identified below for Task 3.6 Geotechnical work.
- 35% Design:
 - The Drainage and Stormwater deliverables at this design phase will include the following:

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- Drainage Plans showing the conceptual layout of drainage systems.
- Drainage profiles for cross drainage systems
- Draft Drainage Details relevant to the cross-drainage systems
- Draft Drainage Report, summarizing the analysis of cross drainage systems
- Draft Bridge Hydraulics Report to be submitted with the Bridge Type Selection
- 60% Design
 - The Drainage and Stormwater deliverables at this design phase will include the following:
 - Drainage Plans, Profiles, and Details for all storm drainage systems
 - Draft Drainage Report
 - Draft Storm Water Data Report and Temporary Water Pollution Control Sheets showing construction site best management practices (BMPs).
 - Draft Water Quality Management Plan.
- 95% Design:
 - The Draft and Stormwater Deliverables at this design phase will include the following:
 - Drainage Plans, Profiles, Details, and Quantities for all storm drainage systems
 - Draft Final Drainage Report
 - Draft Final Storm Water Data Report and Temporary Water Pollution Control Sheets showing construction site best management practices (BMPs)
 - Draft Final Water Quality Management Plan
 - Final Bridge Hydraulics Report, to be included with final bridge structure submittal.
- 100% Design:
 - The Draft and Stormwater Deliverables at this design phase will include the following:
 - Final Drainage Plans, Profiles, Details, and Quantities for all storm drainage systems
 - Final Drainage Report
 - Final Storm Water Data Report and Temporary Water Pollution Control Sheets showing construction site best management practices (BMPs)
 - Final Water Quality Management Plan
- Other Direct Costs:
 - Assume cost of \$40,000 for Riverside County Flood Control Encroachment permit process, review of submittals, inspection fees, FEMA coordination, etc. This is an allowance and will only be billed at actual costs.

03 Scope Assumptions

- Bid Support Services:
 - Up to 4 bid inquiries are anticipated, requiring up to 16 hrs each.
 - Plan revisions will be scoped separately.
- Services During Construction/As-Built:
 - Up to 20 drainage related submittals will be reviewed.
 - Up to 20 drainage RFI's will be addressed, requiring up to one site visit with two staff, and up to 12 hours for each RFI.
 - Drainage staff will attend construction site meetings, if needed, after a formal RFI is submitted.

Exclusions:

- With geometric refinements to the vertical profile, a pump station is not expected to be needed and is not included. Pump station engineering and design, including detention storage design, are not included. If a pump station is determined to be necessary, this work will be scoped separately as an amendment.
- Video logging of existing drainage systems
- Early design submittals/early design packages.

Task 3.6 Geotechnical Assumptions

- General:
 - Three new roadway bridge structures: Perris Valley Storm Drain Undercrossing, Evans Road Undercrossing and a third bridge (single span).
 - Geotechnical studies for up to 8 drainage structures – culverts.
 - One sound wall extending from Perris Valley Storm Drain to Evans Road along the northside of the roadway.
 - Geotechnical studies for site grading: includes embankment fills up to 50 feet and cuts up to 160 feet high
 - Geotechnical studies for new BMP sites
 - Geotechnical studies for new pavement
 - Pre-field Activities/exploration:
 - Review available and pertinent geotechnical and geology literature and perform a site reconnaissance survey to identify potential field exploration locations and site constraints as related to our proposed scope of work.
 - Obtain right of entry/encroachment permits prior to drilling and sampling activities. A list of permits for various project station segments are identified in Table 1.

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Table 1 – Permits

Location	Right of Entry/ Encroachment Permits
Redlands Avenue and Sta. 215+00 to Sta. 243+00	City of Perris
Sta. 243+00 to Sta. 250+00 – Perris Valley Storm Drain	Riverside County Flood Control District
Sta. 250+00 to Sta. 270+50 (Evans Road)	City of Perris
Sta. 270+50 to Sta. 380	Riverside County

- **Utility Clearance:** Review available project utility plans, stake and mark field exploration locations, and contact Underground Service Alert (USA) at least 48 hours prior to our scheduled drilling for utility clearance. Should utility conflicts arise during drilling, impacted field exploration locations will be re-located as close as possible to their originally planned location.
- **Health and Safety Plan:** All site personnel will be responsible to follow Jacob's safety policies. Geotechnical scope-specific Health and Safety Plan will be prepared.
- **Field Exploration and Laboratory Testing:** Proposed field exploration consists of performing borings, test pits, geologic mapping, geophysical testing and infiltration testing.
- **Borings and Test Pits:** Up to thirty-four (34) borings and three (3) test pits are assumed for the project. Summary of proposed borings, test pits and anticipated depth are presented in Table 2. Proposed borings and test pits will be drilled/excavated to the planned depth or refusal whichever is shallower.

Table 2 – Summary of Borings and Test Pits

Type	Number of Borings	Anticipated Boring Depth (feet)
Hollow-Stem Auger Borings (Embankment Fill Areas, Drainage Culverts/RCPs and Pavement)	16	15-80
Rotary Wash (Bridge Structures)	11	100-150
Rock Core (Cut Areas)	7	30-180
Test Pits (Embankment Fill/Cut Areas)	3	15

- The borings and test pits will be geotechnically logged and sampled in accordance with Caltrans Soil and Rock Logging Manual. Laboratory testing will be performed on select soil samples for soil classification, strength characteristics, expansive and corrosion evaluation. At the end of drilling, each boring will be backfilled with cement grout and test pits will be backfilled with soil cuttings and compacted using a wheel roller.
- Upon completion of field exploration and laboratory testing, log of test borings (LOTBs) will be prepared in accordance with Caltrans Soil and Rock Logging Manual.

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- Geology Mapping: geologic mapping of the area along project alignment identifying nature of exposed bedrock and surficial materials will be performed during site reconnaissance survey.
- Geophysical Testing:
 - Considering bedrock outcrops are anticipated along project alignment, rippability of bedrock material during construction is one of the key considerations. To evaluate rippability of near surface materials, seismic refraction survey is to be performed. Refraction Microtremor (ReMi) surveys will be performed near the proposed bridge locations to measure shear wave velocity within upper 100 feet of subsurface materials. Measured shear wave velocities will be used in developing site-specific Acceleration Response Spectrum (ARS) for seismic design.
- Geotechnical Analysis: Perform geotechnical analysis using site-specific geotechnical and geophysical data obtained from the field exploration in general accordance with Caltrans Geotechnical Manual, and AASHTO LRFD Bridge Design Specifications. Geotechnical evaluations would generally include slope stability, excavation characteristics of bedrock, deep and shallow foundation, pavement design, collapse and expansion potential, corrosion potential and construction considerations.
- Geotechnical Deliverables: Following geotechnical deliverables will be prepared in accordance with Caltrans Geotechnical Manual
 - Log of Test Borings (LOTBs);
 - Structure specific preliminary, draft and final Foundation Reports (PFR and FR) for three bridge structures;
 - Preliminary, Draft and final Geotechnical Design Report (PGDR and GDR) for the project alignment; and
 - Preliminary, Draft and Final Materials Reports (PMR and MR) for the project.
- Infiltration Testing:
 - Perform double-ring infiltrometer test per ASTM D 3385 at up to 33 locations selected by the drainage team.
 - Pre-field Activities:
 - Prior to field exploration, we will perform site-reconnaissance survey to identify potential field exploration locations and site constraints as related to our proposed scope of work.
 - Stake and mark our field exploration locations and notify Underground Service Alert a minimum of 40 hrs prior to field work exploration.
 - Perform one soil sample testing in the vicinity of the double-ring infiltrometer test location to reasonably identify subsurface soil conditions.
 - Soil sampling will be obtained either by hand digging or by using hand auger at an approximate depth of 2 feet below ground surface.

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- Laboratory Testing
 - After soil sampling, laboratory testing will be performed on select near surface soil samples. Our proposed laboratory testing consists of:
 - a. Particle-size distribution (gradation) of soils using sieve analysis (ASTM D 6913)
 - b. Atterberg limits (ASTM D 4318)
- Infiltration Testing Report
 - The data obtained from the infiltration and laboratory testing will be evaluated and analyzed to develop infiltration rate at each tested location.
 - An infiltration test report will be prepared documenting the results of the double-ring infiltration testing.
 - Report will include soil type, laboratory test results, double-ring infiltration test methodology, and test results.
- Additional geotechnical assumptions:
 - Day time drilling is proposed for 100% of the field work.
 - Prevailing wages are applied per contract requirements.
 - Soil cuttings drummed and removed from site with normal (non-hazardous waste) disposal.
 - No groundwater monitoring wells are installed.
 - Access to the required explorations areas will be granted in a timely manner.
 - Fees for encroachment permits for geotechnical exploration will either be waived or will be paid by RCTC.
 - Permit to drill within the Riverside County Flood Control District will be obtained by the Jacobs environmental team.
 - Drilling locations can be accessed using a conventional drill rig.
 - Up to three (3) days of daytime traffic control services in accordance with WATCH manual are considered for drilling on Redlands Avenue and Evans Road.
 - Up to eleven (11) rotary wash borings totaling up to 1,250 linear feet; 16 hollow-stem auger borings totaling up to 660 linear feet; 7 rock-core borings totaling 640 linear feet; and 3 test pits total up to 45 linear feet are proposed for the project.
 - For borings penetrating existing pavements, the surface will be capped with asphalt or rapid set concrete.
 - Environmental contaminants or hazardous materials are not anticipated to be encountered during the investigation. Should such materials be encountered, operations will be halted immediately at the suspect location, and RCTC will be

03 Scope Assumptions

contacted for additional direction. Drilling may proceed when appropriate protective measures are in place.

- Jacobs will coordinate with applicable utility staff for utility clearances. Coordination with Underground Services Alert (USA) and associated firms marking utilities for USA is also included. Jacobs is not liable for any damages attributable to errors made in marking of utility locations by others.
- As-built utility and drainage plans will be provided by others to aid in clearing the drill sites.
- Backhoe test pits will be backfilled with the excavated soils and will be compacted using a wheel roller. No moisture conditioning will occur during backfilling and density testing of the backfill is not included.
- Geotechnical construction support services are provided in the first two years of construction.
 - Geotechnical construction support services include review of geotechnical material submittals, deep foundation installation related documents, settlement monitoring data and response to request for information for 8 hours per week for first two (2) years of construction.

Exclusions:

- Geotechnical observation services such as foundation construction, rock cut slopes and geologic mapping, subgrade preparation, embankment placement and settlement monitoring, during construction are not included in the scope of work.
- Soils, rock and materials testing is not included in the geotechnical construction support services.
- Handling of any potentially contaminated material or the level-of-effort required for additional protective measures.
- Density testing of the backfill.

Task 3.7 Traffic Signal/Electrical/Signing/Striping (FPL & Associates)

- General:
 - Design will include two (2) permanent traffic signal, including intersection lighting, one under the jurisdiction of the City of Perris, the other under the jurisdiction of the County of Riverside.
 - Submittal will include illumination calculations for the Perris Valley Storm Drain.
 - Lighting drawings will include up to sixteen (20) parkway lighting sheets; up to two (2) soffit lighting sheets for Evans Road, and El Nido Ave; up to five (5) street lighting sheets for Redlands Ave, Evans Road, El Nido Ave and Ramona Expressway; up to eight (8) lighting detail/solar equipment/title sheets, and 5 electrical quantity sheets.
 - Electrical service coordination with SCE via OPC.
 - Design to include electrical service for parkway irrigation system.

03 Scope Assumptions

- Drawings will include:
 - Up to twenty (20) pavement delineation plans for MCP.
 - Up to five (5) local road pavement delineation plans for Redlands Ave, Evans Road, El Nido Ave and Ramona Expressway.
 - Up to seven (7) pavement delineation detail and quantity sheets.
 - Up to twenty (20) roadway signing plan sheets.
 - Up to eleven (11) roadside sign detail and quantity sheets
- Submittal will include specifications and estimate for the traffic signal, lighting, pavement delineation, and signing work.
- Field investigation limited to 4 days with one crew of two team members.
- Up to twenty three (23) PDT meetings and 50 bi-weekly internal Jacobs Teams meetings are assumed to be no longer than 1 hour in duration each. Meetings are external meetings only, including coordination with Jacobs. It is assumed that FPL can attend all external meetings virtually.
- 8 hrs of Bid Support by FPL's Project Manager
- Assume that fee augmentation will be warranted as the design process unfolds and decisions are made on the fates of intersection local roadways in the project corridor that are not identified above whether these roadways are widened, extended, re-routed, terminated, converted into cul-de-sac's or permanently closed.

Exclusions:

- Design of ITS, CCTV, ramp metering, and overhead sign plans.
- Signal timing charts, traffic counts, traffic signal warrants, and design of electronic toll and traffic management system infrastructure.

Task 3.8 Traffic Analysis/TMP (VRPA)

- General – Transportation Management Plan
 - Responsible for PS&E in preparation of the Transportation Management Plan (TMP)
 - Interpretation from previous traffic analysis will be performed and applied to this project.
 - Provide team with adequate roadway lanes for existing traffic as well as construction work areas and staging areas.
 - Assumes 80 hrs of VRPA has been included for bid support and construction support services.

Task 3.9 Landscape Architect (Tatsumi)

- General

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- Participate in PDT meetings virtually
- All Exhibits, Graphics, Plans, Specifications, and Estimate submittals will be electronic in PDF format. No hard copies are anticipated.
- Schematic Plan & Schematic Aesthetics
 - Illustrate the proposed planting layout and design
 - Illustrate the proposed sidewalk and hardscape layout. Including site furnishing (benches, bike racks, etc.)
 - Illustrate bridge and wall aesthetic concepts.
 - Prepare up to three (3) schematic renderings
- Receive and review the existing and approved Project Approval and Environmental Document. Incorporating all appropriate elements.
- Conduct a site visit to review the existing site conditions.
- TAP will not be required to obtain and/or pay for permits, licenses and necessary notices required by law that is associated with the performance of the Scope of Services and Project.
- PS&E submittals are limited to one submittal of 35%, 60%, 95%, 100%, and final contract documents. Additional submittals will be considered new work and an additional fee.
- Addressing surface water runoff in the landscape is not included in this scope of work.
- TAP will conduct a site visit(s) to tag any/all trees impacted by the project, if necessary. This information will be gathered and provided to the survey team for GPS locating.
- Construction Bid/Support/Closeout
 - Attend one pre-bid meeting
 - Respond to Bidders/Requests for Information (RFIs) up to 4 RFI's.
 - Shop Drawing and Submittal Review
 - Review a maximum of 5 product submittals/shop drawings
 - Prepare as-built drawings utilizing redlines provided by the contractor.

Exclusions:

- Landscape demolition plans are not within this scope of work.

Task 3.10 Initial Site Assessment for Hazardous Waste (Kleinfelder)

- General
 - RCTC will provide or arrange for all right of entry to restricted site access.
 - Kleinfelder will review a Chain-of-Title report, if provided by the Client. An environmental lien search for review of environmental liens and activity and use limitations (AULs) associated with the Site will not be performed.

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- The ISA Site reconnaissance visit, including round-trip travel time to/from the Site, will consist of a single visit to the Site and can be completed in a total of 8 hours by two Kleinfelder staff. If it cannot be completed in 8 hours, the Client will be contacted for authorization of an additional fee.
- The ISA does not include an assessment for radon, lead-based paints, lead in drinking water, molds and mildews, indoor air quality, cultural and historic resources, ecological resources, industrial hygiene, health and safety, and other ASTM Standard non-scope considerations. However, Kleinfelder can perform these services for an additional fee, if requested.
- We assume that the cost of copies of regulatory agency files will not exceed \$100. If reproduction costs exceed this amount, an increased fee will be incurred by the Client.
- We assume that records for the Site and adjoining properties of concern will be available through either on-line agency sources (e.g., State Water Resources Control Board GeoTracker™) or at one in-person location (local Certified Unified Program Agency). We assume one visit, including round-trip travel, to review in-person agency records and the review can be completed within 8 hours. If additional visits will be required due to the size of the files, we will contact you for authorization of additional in-person reviews.
- Only information received prior to issuance of the report can be included in the evaluation. Kleinfelder does not guarantee the accuracy of information supplied by its sources, but reserves the right to rely on this information in formulating a professional opinion on the potential for subsurface contamination at the Site.
- Information requested to prepare the report, but not received by Kleinfelder from the Client or others prior to the time of preparation of the report, will be considered "data gaps," and will be discussed in the final report relative to the ability to identify conditions indicative of releases and threatened releases of hazardous substances on, at, in, or to the Site.
- Kleinfelder assumes four rounds of draft comments; one by the Client (Jacobs), one by RCTC, and two by Caltrans. Responses to comments will be prepared for RCTC and Caltrans comments. One electronic copy (PDF) of each of the draft version will be submitted. The final report will be provided by e-mail or Kleinfelder's secure file transfer protocol (FTP) site.
- Attendance at any meetings, additional requirements due to changes or interpretations in regulations by the agencies, or supplemental letters will be provided at additional cost.
- Delays in the field, other than delays caused by Kleinfelder, including "right-of-entry" for Kleinfelder, in order to complete services proposed herein will be provided at additional costs.
- Unanticipated conditions that may be present that would require additional study, assessment, or remediation will be provided at additional costs.

Task 3.11 Technical Specifications and Special Provisions

- General
 - Specifications will be submitted with 60%, 95% and 100% submittals

03 Scope Assumptions

- Special provisions will not be required as part of the 35% submittal
- Special provisions submitted at 60% will contain list of Standard Plans and SSP sections template relevant to 60% design.
- Special provisions with appropriate SSP section edits will be provided as part of the 95%, and 100% submittals.
- Up to 10 non-standard Special Provisions
- Deliverables:
 - Electronic submittals for 60%, 95%, and 100% submittals in word document and PDF formats.

Task 3.12 Environmental Compliance/Permits (LSA)

- General:
 - Preparation of revalidation and permits will begin at 95% PS&E design.
- Project Management/Administration/Coordination
 - This task includes virtual attendance by the LSA Project Manager at weekly coordination calls (not to exceed 30 minutes weekly) over a period of 23 months.
 - This task includes virtual attendance at 23 Project Development Team (PDT) meetings by the LSA Principal in Charge or Project Manager.
 - As requested by RCTC and Jacobs, LSA will take the lead in coordinating directly with Caltrans Environmental staff.
- Preconstruction biological Surveys for Geotechnical borings (LSA Task 4.1)
 - Nesting Bird Survey/Vegetation Removal Seasonal Constrains
 - This scope includes 5 days of preconstruction nesting bird surveys in the event that geotechnical boring activities result in vegetation removal during restricted timeframes.
 - No vegetation removal can occur within Public/Quasi-Public (PQP) land or Criteria Area within the nesting season (February 15-September 15). The Perris Valley Storm Drain is the only area within these areas within the project limits of MCP Construction Contract 2.
- Geotechnical Boring regulatory Permits and Coordination (LSA Task 4.2)
 - During the 35% design phase, LSA will coordinate with RCTC and Jacobs to acquire, as needed, the regulatory permits listed for geotechnical borings of the proposed project:
 - Geotechnical Boring Regulatory Permit Fees. LSA will be responsible for direct payment of all permit fees (i.e., they are included in the cost proposal).
- Regulatory Agency Permits for Construction (LSA Task 6.1)
 - This scope of work assumes that one permit application will be submitted simultaneously to each of the three regulatory agencies (USACE, RWQCB, and CDFW).

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- LSA will set up a pre-application meeting with the United States Army Corps of Engineers (USACE) before beginning the application process.
- During final design, LSA will acquire, as needed, the regulatory permits listed for construction of the proposed project:
 - Permit Fees for Project Construction. LSA will be responsible for direct payment of all permit fees (i.e., they are included in the cost proposal).
- Environmental Revalidation and supplemental Technical studies (LSA Task 6.2)
 - LSA will complete an Environmental Revalidation form for Caltrans (NEPA) and RCTC (CEQA) approval to document any modifications made to the design that differ from the design in the Final EIR/EIS. Effort scoped under this task is anticipated to begin during the 95% design phase.
 - To support the Environmental Revalidation, LSA will prepare a brief write-up on each environmental topical area in the Final EIR/EIS.
 - If it is determined that any proposed design modifications would result in new potentially significant impacts that require new mitigation measures, then a supplemental EIR/EIS would be required. This scope of work does not include preparation of a supplemental environmental document.
 - This scope includes up to three rounds of review and responses to comments from RCTC and Caltrans District 8. If additional rounds require response or substantive issues develop requiring any effort beyond the scope of work (and estimate), a contract modification will be necessary, and a schedule adjustment may also be needed.
- The following supplemental technical studies, or additional CEQA/NEPA documentation, are anticipated at this time.
 - Supplemental Air Quality Analysis
 - This scope assumes the preparation of a quantitative PM₁₀ and PM_{2.5} Hot-Spot assessment would not be required.
 - Cultural Resources
 - LSA will develop a revised Area of Potential Effects (APE) map on a base map provided by Jacobs. The APE map will depict the existing topography; grading limits; borrow and staging areas; temporary construction easements; existing and proposed right-of-way; existing and proposed roadway geometrics; parcel boundaries and numbers, as needed; evaluated buildings and structures; a scale in U.S. Customary Units; a north arrow; sound and/or retaining walls, if any; conceptual Best Management Practices (BMPs); the APE boundary; a signature block; a legend; and all other Caltrans format requirements per the SER (January 2011). Per Caltrans, the map will be at scale of 1 inch = 200–400 ft (a scale of 1 inch = 200 ft is preferable). The map identifies the entire area of project impacts.
 - This proposal provides budget to prepare an APE map based on the first set of complete engineering plans provided by Jacobs. In the event engineering plans

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change, a contract modification (budget augment) will be necessary. This map will be submitted to Caltrans with the SHPSR for approval and signatures.

- Native American Consultation
 - Based on the previous five Supplemental HPSRs for MCP, it is assumed no follow-up NAC will be required, but limited assistance can be provided at Caltrans' request.
- Records Search
 - Based on the previous five Supplemental HPSRs for MCP, it is anticipated that no records search update is required.
- Field Survey
 - LSA will complete an archaeological field survey of the areas added to the APE. Based upon available data, it is anticipated that findings will be negative for archaeology (i.e., no resources will be identified within the expanded APE which require recordation and evaluation). In the event resources are identified in the expanded APE that require documentation and evaluation, a contract modification will be required, and a schedule adjustment may also be necessary.
- Archaeological Survey Report (ASR)
 - LSA will prepare an ASR that details the results of the archaeological field survey.
- Historic Resources Evaluation Report (HRER)
 - Based upon available data, it is assumed no built environment resources requiring evaluation will be identified within the areas added to the APE and no HRER will be necessary.
- Supplementary Historic Property Survey Report (SHPSR)
 - LSA will prepare a SHPSR, the cover document for all cultural reports that are required. This report will summarize the revisions to the project engineering and all other results of the study.
- Native American Monitoring Task Order
- LSA will support RCTC with the development of Native American monitoring task orders specific to MCP Construction Contract 2 for tribal monitoring during geotechnical exploratory drilling operations. Cultural Resources Monitoring Program for Geotechnical Testing
 - LSA will provide a qualified archaeological technician for monitoring on a full-time (8 hours/day, 5 days/week) basis under the supervision of a Registered Archaeologist during all ground-disturbing activities of the geotechnical testing program. Based upon project schedule, up to 68 days of monitoring is anticipated. Considering schedule changes may occur, this proposal includes up to 2-weeks of contingency budget for extended full-time cultural monitoring if such a situation arises.
- Cultural Resources Monitoring Report for Geotechnical Testing

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- LSA will prepare a report of negative findings following the guidelines in Caltrans Standard Environmental Reference (SER) and will include a Management Summary, Introduction, Project Description, Natural/Cultural Setting, Methods, Results, and Recommendations. This report is anticipated to document negative results of the monitoring program. In the event of positive results, additional tasks will be necessary.
- Bedrock Milling Surface Residue Analysis
 - LSA will conduct residue analysis from each bedrock milling surface within the four (4) sites (18 samples). The results will be reported in a Final Bedrock Milling Surface Residue Analysis Report. This includes Sites 33-19862, 33-19863, 33-19864, and 33-19866.
- Bat Habitat Assessment and Nighttime Emergence Surveys (LSA Task 6.3)
 - Daytime bat habitat assessments will be conducted at three (3) culverts (draining into Perris Valley Storm Drain, beneath Evans Road, and beneath Old Evans Road) and one (1) area of boulder-strewn hills (south of Walnut Street between El Nido Avenue and the Ramona Expressway).
 - Follow-up nighttime emergence surveys will be conducted during the maternity season (May 1-August 31) at locations containing suitable bat habitat to ascertain whether maternity colonies are present.
 - During 95% design, a single (1) memorandum documenting the results of the habitat assessment and any required nighttime emergence surveys will be prepared. The memorandum report will also include an assessment of the proposed project's effect on continued use of the culvert structures or rock outcrops by bats, as well as recommendations for specific mitigation, avoidance, and/or minimization measures to minimize potential adverse effects to bats.
- Environmental Commitments Record (LSA Task 7.1)
 - If revisions to the avoidance, minimization, and/or mitigation measures from the Final EIR/EIS are required as part of the regulatory permitting process, then LSA will develop an updated Environmental Commitment Record (ECR) during 100% design.
 - The ECR would be updated to include additional measures required by three regulatory agencies (USACE, RWQCB, and CDFW), as specified in the regulatory permits obtained for the project.
 - The ECR would also include any measures specified in the Paleontological Mitigation Plan and Bat Roosting Habitat and Suitability Assessment.
- Paleontological Mitigation Plan (LSA Task 7.2)
 - LSA will prepare a Paleontological Mitigation Plan (PMP) following the guidelines in the California Department of Transportation (Caltrans) Standard Environmental Reference, Environmental Handbook Volume 1, Chapter 8; the Society of Vertebrate Paleontology; and industry best practices.

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- Sections within the PMP will include: an introduction, background information on the project and previous research, a description of the potential paleontological resource(s), the proposed scope of monitoring and laboratory work, decision thresholds on when to reduce or increase monitoring, discussion of the project schedule and duration, a cost estimate to provide paleontological mitigation with justification, a bibliography of the references cited in the report, identification of the curation facility, and appendices for items such as resumes of key project personnel.
- This scope includes up to three rounds of review and responses to comments from RCTC and Caltrans District 8.
- LSA Review Project Plans and Specifications (LSA Task 7.3)
 - During 100% design LSA will coordinate with Jacobs to ensure that applicable measures in the Environmental Commitments Record (ECR) from the approved Final EIR/EIS are included in the final project plans and specifications.
- Environmental Certification (LSA Task 7.4)
 - During 100% design LSA will coordinate with RCTC and Caltrans to execute Environmental Certification at the Ready-to-List milestone.

Task 3.13 Public Outreach (Arellano)

- General:
 - Project Meetings and Administration
 - Participation in project meetings (monthly, up to 36 total during PS&E).
 - Public Outreach Plan
 - Draft and Final Public Outreach Plan.
 - Stakeholder Database
 - Draft contact database.
 - Maintain and update contact database.
 - Key Messages
 - Develop key messages to reflect the current project phase.
 - Fact Sheet
 - Draft content for project fact sheet in English and Spanish and update content as needed (twice-annually, up to 6 total during PS&E)
 - Digital Outreach
 - Project Website: Draft and update content for RCTC-hosted webpages (quarterly, up to 12 total during PS&E)
 - Email Updates: Draft copy and distribution of notices (twice-annually, up to 6 total during PS&E)

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- Social Media Posts: Draft copy and graphics, including periodic in-house videos and Instagram Stories, for Facebook, Twitter, and Instagram posts (up to 108 total, 36 per platform, during PS&E)
- Construction Support Services
 - Team Coordination and Administration (Arellano Task 10.1)
 - Participation in project kick-off meeting.
 - Participation in weekly construction meetings.
 - Public Outreach Plan (POP) (Arellano Task 10.2)
 - Draft and Final Public Outreach Plan.
 - Stakeholder Database (Arellano Task 10.3)
 - Update and maintain contact database.
 - Key Messages (Arellano Task 10.4)
 - Develop key messages to reflect the current project phase.
 - Collateral Materials/Website Content (Arellano Task 10.5)
 - Develop English/Spanish collateral materials for the project (up to 10).
 - Update and maintain web content on the RCTC project website.
 - Develop and distribute quarterly newsletters/bulletins in English and Spanish.
 - Construction Updates (Arellano Task 10.7)
 - Prepare and deploy weekly construction updates, including maps and graphics, in English and Spanish.
 - Develop and execute major closure outreach plans as needed.
 - Digital Tools (Arellano Task 10.8)
 - GIS Story Map
 - AA's Innovations Team will develop a GIS Story Map - a service offered by ESRI - to further enhance the project and more easily convey project construction updates. The map will be maintained in real time throughout the construction phase and will include all things related to construction activities and progress.
 - Visual Information (Photography and Videography)
 - AA will coordinate with the CM team to gather monthly photos to document the progress of the project. These photos will also be utilized on communication materials including newsletters, project webpage, social media and presentations. A project photo log can be made available on the project's website to document the construction progress.

03 Scope Assumptions

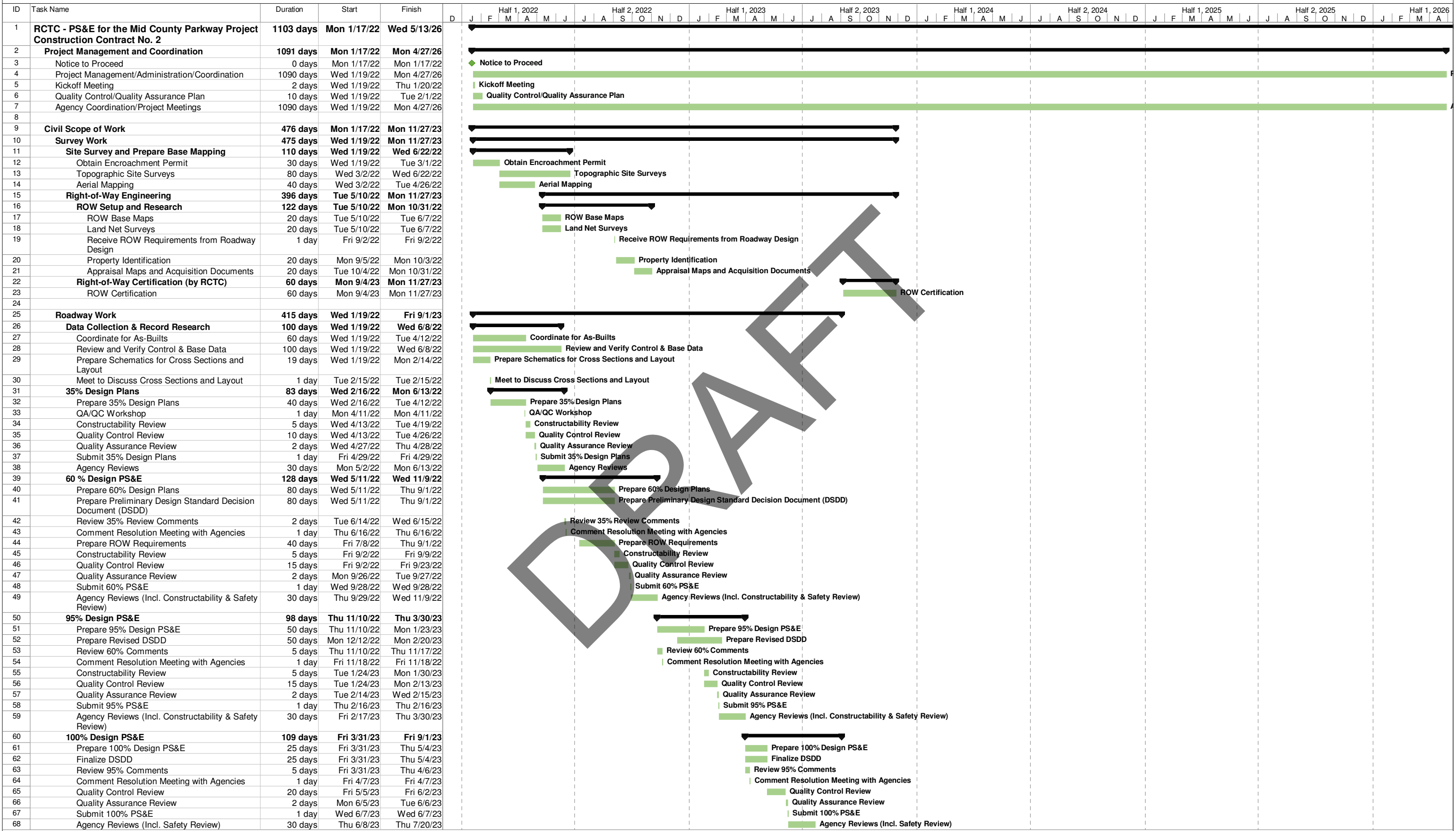
- AA will also develop monthly drone videos to track the project progress. These videos can be used for promotion of the project on the respective social media accounts and on RCTC's YouTube channel.
 - Develop and maintain Story Map.
 - Develop monthly drone videos.
- Project Briefings (Arellano Task 10.9)
 - Up to ten (10) Elected Officials/Stakeholder and Business Briefings.
AA will coordinate stakeholder briefings with City Council, key stakeholders and businesses near the project area at key project milestones. These briefings will provide the most up to date project information and will allow the team to stay ahead of any potential issues or challenges. Coordination includes scheduling, logistics, assistance with presentation development and note taking as needed.
 - Monthly Task Force Briefings.
AA will work with RCTC and the construction team to facilitate monthly briefings to emergency responders, public transit operators, school districts transportation representatives, Freeway Service Patrol providers, city public works officials, Caltrans, trucking associations and passenger rail representatives to inform them of the upcoming construction activity, major closures and detour routes.
 - Support for up to ten (10) Elected Officials/Stakeholder and Business Briefings.
 - Facilitate monthly briefings to Task Force.
- Community Meetings (Up to 2 Meetings)
 - AA is prepared to provide support to RCTC for the coordination of up to two virtual public information meetings. The first meeting will be held prior to the start of construction to inform the public about what to expect during construction, the construction schedule, detour plans, ways to obtain information, and safety reminders. The subsequent meetings will be held about every six months throughout the construction phase to provide updates to the public. Depending on state and local mandates, as well as RCTC preference, the meetings will be held virtually or in-person. Support activities will include coordination of dates and times with the project team, organization of facility details (including equipment and insurance, if applicable), planning task matrix, set-up and clean-up, bilingual staffing, photography, refreshments and preparation of meeting notifications and summaries.
 - Host up to four (4) virtual or in-person meetings.
 - Provide meeting logistics, notification and documentation for meetings.
- Helpline/Email/Public Inquiry Response and Monitoring (Arellano Task 10.11)
 - AA will set-up, record, monitor and maintain a project helpline. The helpline recording will include information in English and Spanish about the project. Set-up,

03 Scope Assumptions

record, monitor and maintain the project helpline. AA will coordinate with RCTC to create a project email and will monitor the account for public inquiries, claims and complaints. AA will respond to all emails within 24 business hours. If a technical response is needed, AA will coordinate with the construction team to develop a response and obtain RCTC approval before sending. AA will maintain a detailed communications log including all comments, inquiries and claims submitted to the outreach team. The log will be available to the project team as needed.

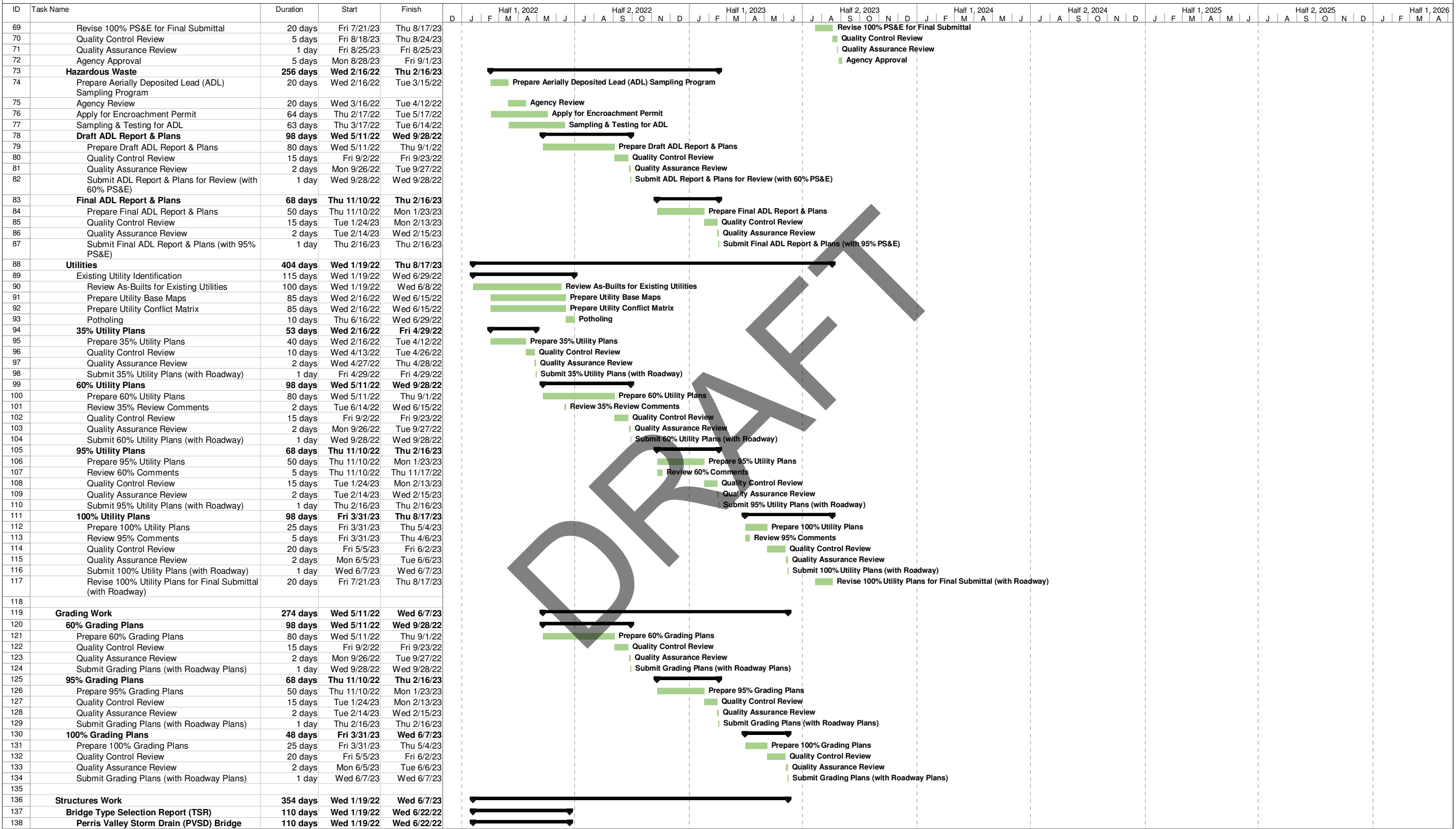
- Set-up, record, monitor and maintain the project helpline
 - Monitor, draft response, and respond to project emails.
 - Maintain public inquiry/response log in digital format and provide monthly log to team.
- Social Media Accounts (Arellano Task 10.12) (Construction Phase)
 - Secure project-specific Facebook, Instagram and Twitter accounts.
 - Monitor and maintain social pages and draft responses to inquiries.
 - Draft and post up to three posts per week (per platform).
 - Compile quarterly metrics for social media and other communication tools.
 - Project Groundbreaking and Ribbon Cutting (Arellano Task 10.13)
 - Coordinate groundbreaking event.
 - Coordinate ribbon cutting event.
 - Project Closeout (Arellano Task 10.14)
 - Transmit all project files to RCTC at the conclusions of the project.

RCTC - PS&E for the Mid County Parkway Project Construction Contract No. 2

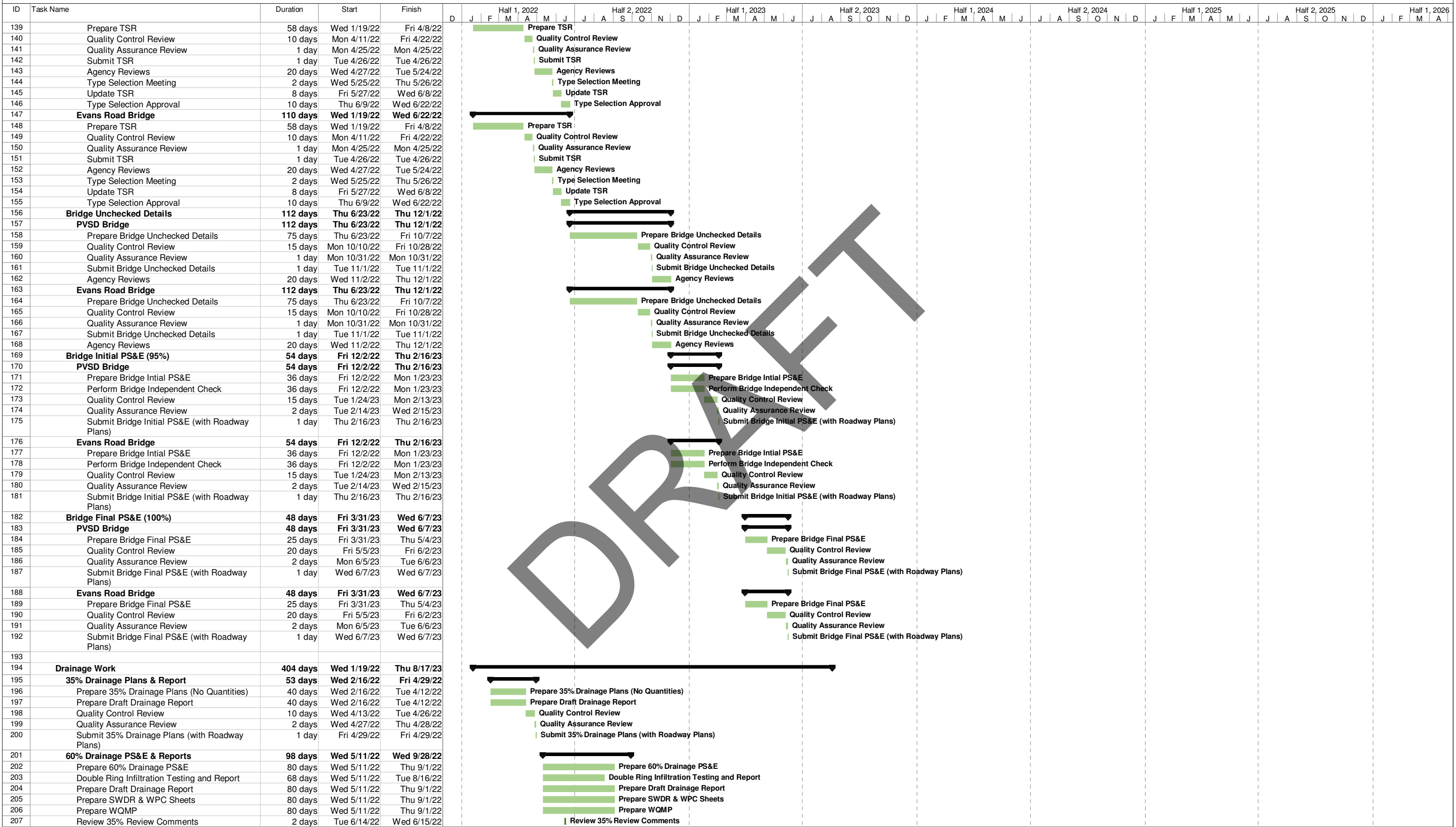


Project: RCTC MCP CC #2
Date: Mon 11/8/21

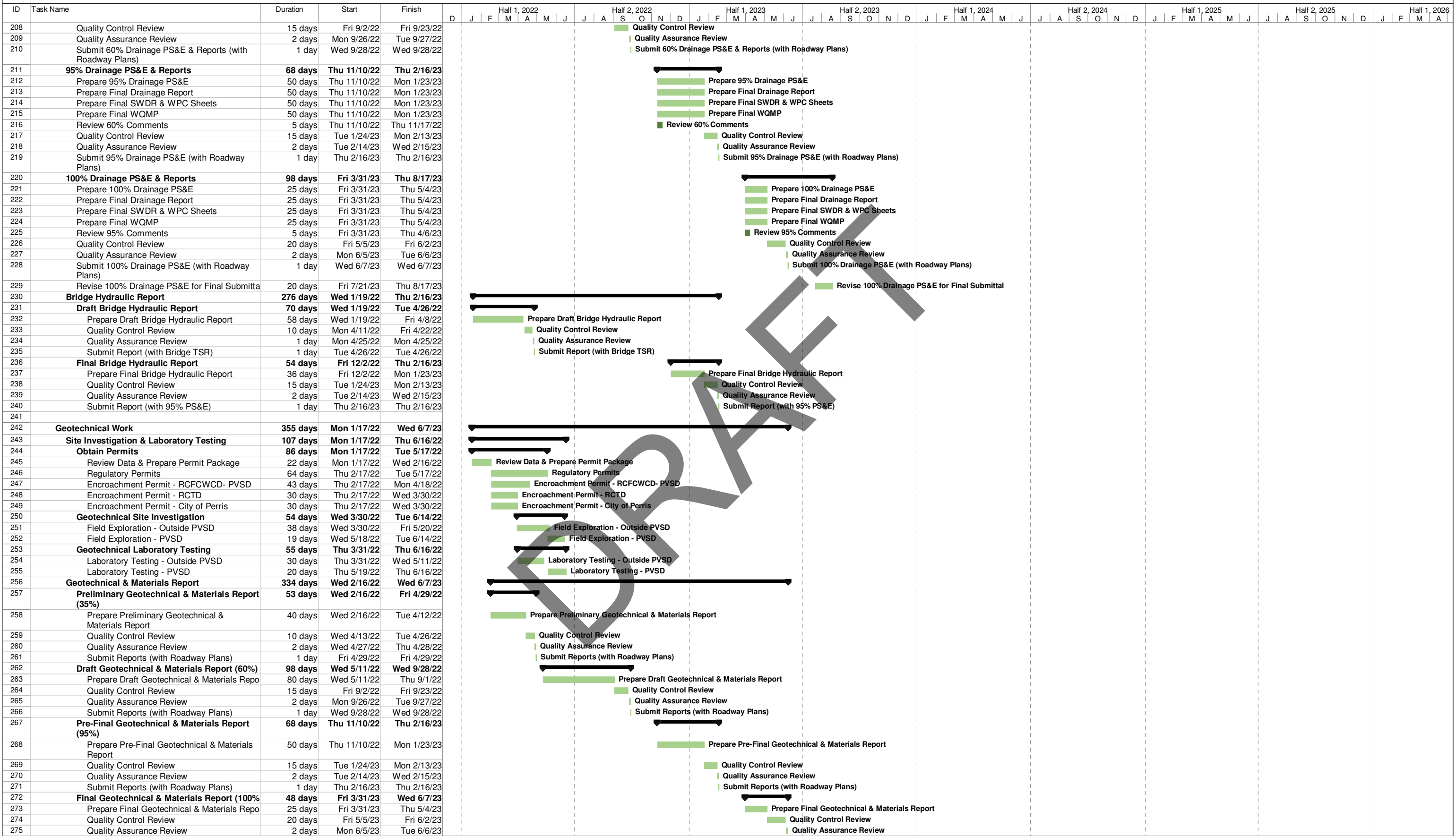
RCTC - PS&E for the Mid County Parkway Project Construction Contract No. 2



RCTC - PS&E for the Mid County Parkway Project Construction Contract No. 2

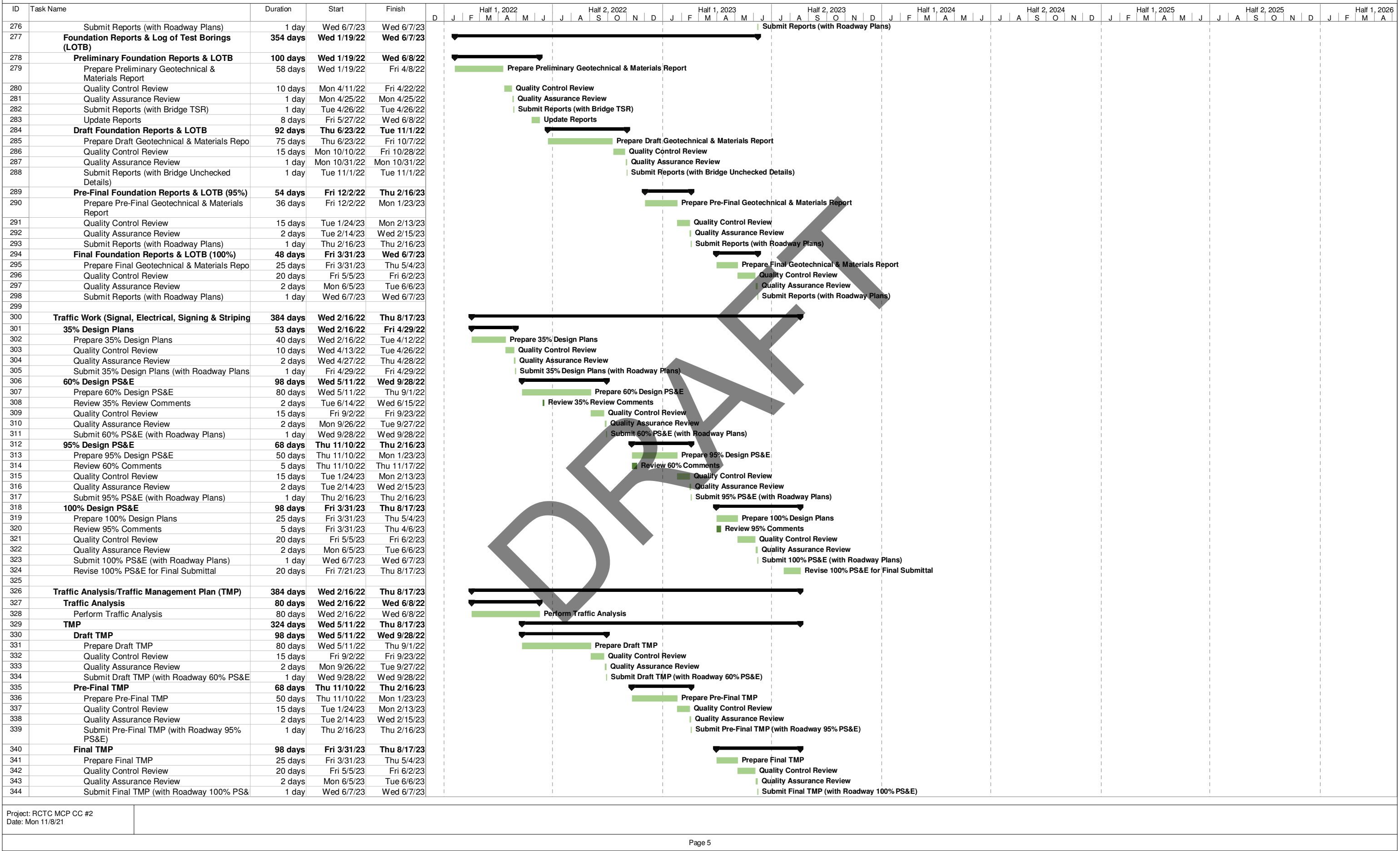


RCTC - PS&E for the Mid County Parkway Project Construction Contract No. 2

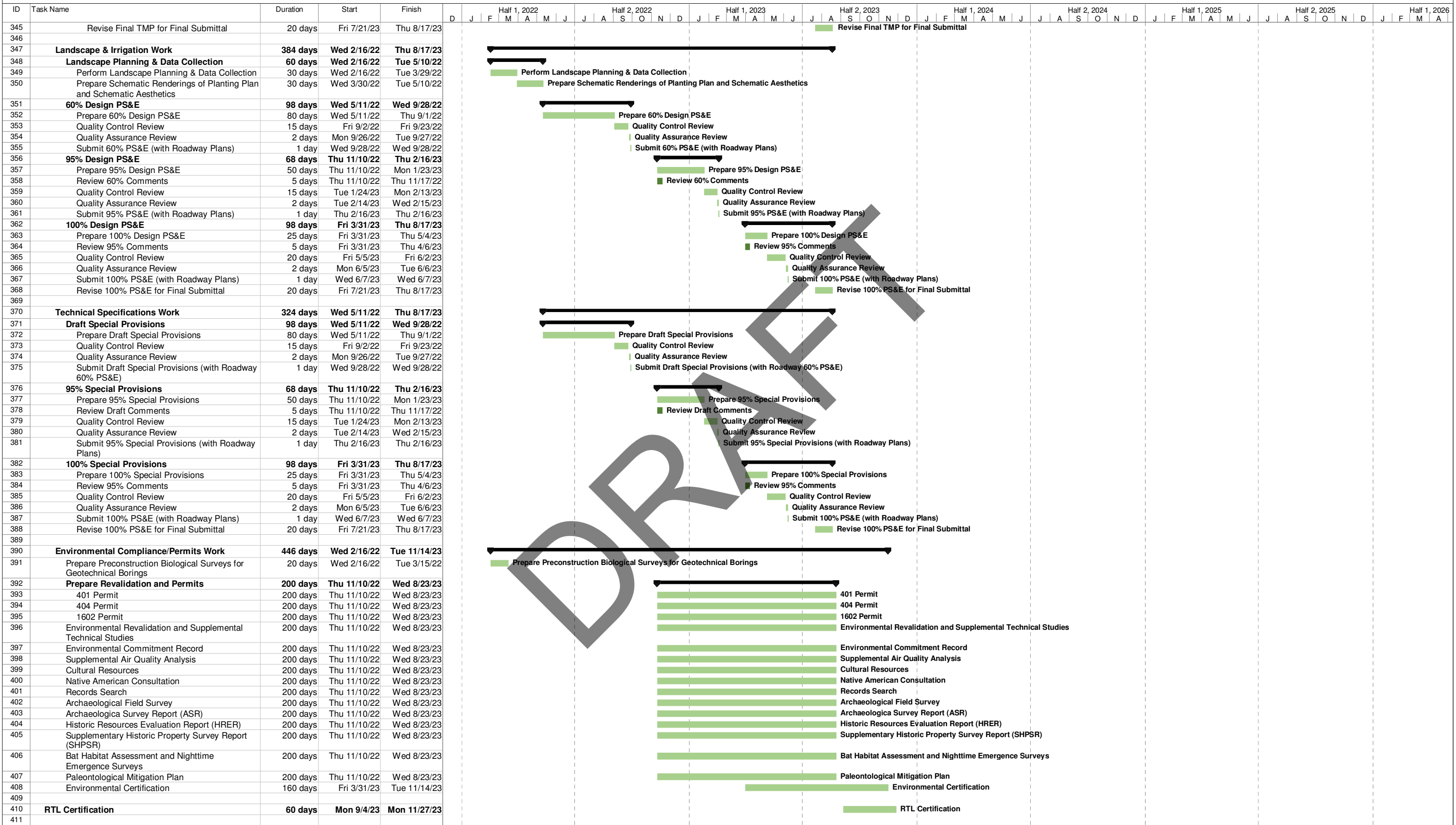


Project: RCTC MCP CC #2
Date: Mon 11/8/21

RCTC - PS&E for the Mid County Parkway Project Construction Contract No. 2



RCTC - PS&E for the Mid County Parkway Project Construction Contract No. 2



RCTC - PS&E for the Mid County Parkway Project Construction Contract No. 2

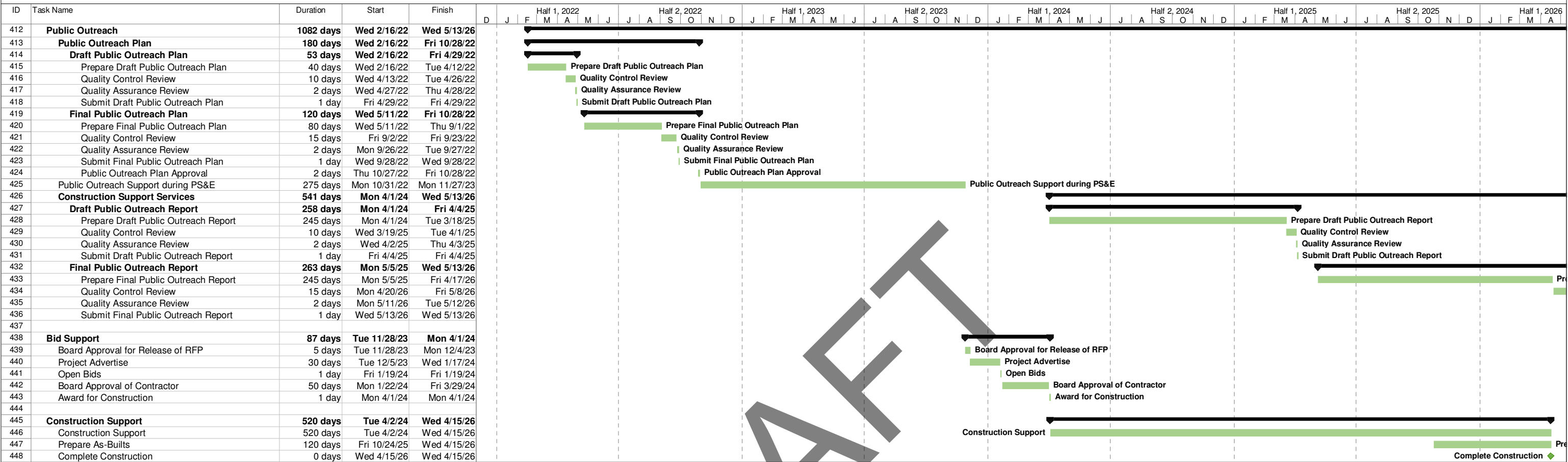


EXHIBIT "C"

COMPENSATION SUMMARY¹

FIRM	PROJECT TASKS/ROLE	COST
Prime Consultant:		
Jacobs Engineering Group	PS&E Lead	\$ 9,229,479.11
Sub Consultants:		
Arellano Associates	Public Outreach	454,287.21
Coast Surveying	Surveying and Mapping	606,326.39
FPL and Associates	Traffic Analysis	873,731.78
Kleinfelder	Geotech and Hazardous Material	25,006.71
LSA Associates	Environmental Compliance	728,009.84
Tatsumi and Partners	Landscape Architect	231,592.01
VRPA Technologies	Traffic Engineering	165,640.58
TOTAL COSTS		\$ 12,314,073.63

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 "D"

FEDERAL DEPARTMENT OF TRANSPORTATION FHWA AND CALTRANS REQUIREMENTS

1. NONDISCRIMINATION & 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 deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant and its subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. Consultant and its subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated thereunder (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and any regulations or standards adopted by Commission to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

D. Consultant shall permit access by representatives of the Department of Fair Employment and Housing and the Commission upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Commission shall require to ascertain compliance with this clause.

E. 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.

F. If this Agreement is federally funded, the Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

G. If this Agreement is federally funded, Consultant shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subconsultants.

H. Consultant and its subconsultants will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Commission components of the DBE Program plan, Consultant and its subconsultants will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program plan with respect to individuals of a particular race, color, sex, or national origin.

I. Consultant shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

2. DEBARMENT AND SUSPENSION CERTIFICATION

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. DISCRIMINATION; CONTRACT ASSURANCE

The Commission shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the implementation of the Caltrans DBE program or the requirements of 49 CFR Part 26. The Commission shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, of sex in the performance of this Agreement. Consultant or subcontractor shall carry out applicable requirements of 49 CFR Part 26 and the Caltrans DBE program in the award and administration of DOT-assisted contracts, as further set forth below. Failure by the Consultant or subcontractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Commission deems appropriate.

Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this 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 Consultant from future proposing as non-responsible

4. PROMPT PAYMENT

Consultant or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed Consultant on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Consultant or subconsultant to a subconsultant, Consultant or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the Consultant or subconsultant to a penalty, payable to the applicable

subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

5. RELEASE OF RETAINAGE

No retainage will be held by the Commission from progress payments due to Consultant. Consultant and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the Commission's prior written approval. Any violation of these provisions shall subject Consultant or the violating subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil 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, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

6. 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.

7. DBE PARTICIPATION

Caltrans has developed a statewide DBE program pursuant to 49 C.F.R. Part 26. The requirements and procedures, as applicable, of the Caltrans DBE program are hereby incorporated by reference into this Agreement. Even if no DBE participation will be reported, Consultant shall complete Exhibits "E" of this Agreement in compliance with the Caltrans DBE program, and a final utilization report in the form provided by the Commission.

A. This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Consultants who enter into a federally-funded agreement will assist the Commission in a good faith effort to achieve California's statewide overall DBE goal.

B. This Agreement has a ____ DBE goal. Participation by DBE Consultant or subconsultants shall be in accordance with the information contained in the Consultant Contract DBE Commitment form attached hereto and incorporated into this Agreement by reference. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.

C. All DBE participation will count toward the Caltrans federally mandated statewide overall DBE goal. Credit for materials or supplies Consultant purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

D. DBE and other small businesses (SB), as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Commission, Caltrans or the Department of Transportation deems appropriate.

E. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

F. A DBE may be terminated only as further set forth in Section 13 below.

8. **DBE PARTICIPATION GENERAL INFORMATION**

It is Consultant's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Caltrans DBE program. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE joint-venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint-venture commensurate with its ownership interest.
- D. A DBE must perform a commercially useful function, pursuant to 49 CFR 26.55 that is, must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work, as more fully described in section 9 below.
- E. The Consultant shall list only one subcontractor for each portion of work as defined in the Consultant's bid/proposal and all DBE subcontractors should be listed in the Consultant's bid/cost proposal list of subcontractors.
- F. A Consultant who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.
- G. Consultant shall notify the Commission's contract administrator or designated representative of any changes to its anticipated DBE participation prior to starting the affected work.

9 . COMMERCIALLY USEFUL FUNCTION

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

10. DBE CERTIFICATION AND DE-CERTIFICATION STATUS

If a DBE subcontractor is decertified before completing its work, the decertified subcontractor shall notify the Contractor in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Contractor in writing with the date of certification. Any changes should be reported to the Commission's Contract Administrator within 30 days.

11. DBE RECORDS

A. The Contractor shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company and the total dollar amount actually paid each business regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

In addition to all other requirements, Consultant shall complete and submit, on a monthly basis, the Monthly DBE Payment form (Caltrans Exhibit 9-F of Chapter 9 of the LAPM).

B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the most current version of the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE)," CEM- 2402F (Exhibit 17-F in Chapter 17 of the LAPM), certified correct by the Contractor or the Contractor's authorized representative and shall be furnished to the Commission's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in the Commission withholding \$10,000 until the form is submitted. This amount will be returned to the Contractor when a satisfactory "Final

Report Utilization of Disadvantaged Business Enterprises (DBE)" is submitted to the Commission's Contract Administrator.

a. Prior to the fifteenth of each month, the Contractor shall submit documentation to the Commission's Contract Administrator showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Commission's Contract Administrator showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

b. The Contractor shall also submit to the Commission's Contract Administrator documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans "Monthly DBE Trucking Verification," CEM-2404(F) form provided to the Contractor by the Commission's Contract Administrator.

12. REPORTING MATERIAL OR SUPPLIES PURCHASED FROM DBEs

When Reporting DBE Participation, Material or Supplies purchased from DBEs may count as follows:

A. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers,

brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

13. TERMINATION AND SUBSTITUTION OF DBE SUBCONSULTANTS

Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Consultant or DBE subconsultant obtains the Commission's written consent. Consultant shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the Commission. Unless the Commission's consent is provided, the Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the attached Consultant Contract DBE Commitment form.

The Commission authorizes a request to use other forces or sources of materials if Consultant shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Commission stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Commission's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Agreement.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Commission determines other documented good cause.

Consultant shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise Consultant and the Commission of the reasons why the use of other forces or sources of materials should not occur.

Consultant's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from Consultant to the DBE regarding the request.
3. Notices from the DBEs to Consultant regarding the request.

If a listed DBE is terminated or substituted, Consultant must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

14. DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

In accordance with 49 CFR Part 29, which by this reference is incorporated herein, Consultant's subconsultants completed and submitted the Certificate of subconsultant Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion as part of the Consultant's proposal. If it is later determined that Consultant's subconsultants knowingly rendered an erroneous Certificate, the Commission may, among other remedies, terminate this Agreement.

15. 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).

16. 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.

17. FUNDING REQUIREMENTS

It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both Parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available to Commission for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or Commission governing board that may affect the provisions, terms, or funding of this Agreement in any manner.

It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.

DRAFT

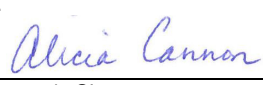
EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	%
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
20. Local Agency Representative's Signature _____ 21. Date _____ 22. Local Agency Representative's Name _____ 23. Phone _____ 24. Local Agency Representative's Title _____		<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</p> <div style="text-align: center; margin-top: 10px;">  Alicia Cannon </div> 12. Preparer's Signature _____ 13. Date _____ 14. Preparer's Name _____ 15. Phone _____ 16. Preparer's Title _____	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

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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 _____
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 _____	
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)	
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Signature: _____ Print Name: <u>Julian Hoyle</u> Title: <u>Geographic Operations Manager</u> Telephone No.: <u>(702) 953.1252</u> Date: <u>9/7/2021</u>		Authorized for Local Reproduction Standard Form - LLL

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This form is not applicable to Arellano Associates.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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Signature: _____ Print Name: Arellano Associates Title: Principal-in-Charge Telephone No.: 909-627-2974 Date: 9/16/2021		Authorized for Local Reproduction Standard Form - LLL

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Signature: <u>Ruel del Castillo</u> Print Name: <u>Ruel del Castillo</u> Title: <u>President</u> Telephone No.: <u>(714) 918-6266</u> Date: <u>08/19/2021</u>		
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4. Name and Address of Reporting Entity <input type="checkbox"/> Prime N/A <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____ 6. Federal Department/Agency: N/A 8. Federal Action Number, if known: N/A 10. Name and Address of Lobby Entity (If individual, last name, first name, MI) N/A (attach Continuation Sheet(s) if necessary)	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Jacobs Engineering Group Inc. 3257 E. Guasti Road, Suite 120 Ontario, CA 91761 Congressional District, if known _____ 7. Federal Program Name/Description: N/A CFDA Number, if applicable _____ 9. Award Amount, if known: N/A 11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) N/A (attach Continuation Sheet(s) if necessary)
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Page 1
May 8, 2013

Kleinfelder has not participated in any lobbying activities.

Kleinfelder

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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Signature: <u>Thomas E Sardo</u> Print Name: <u>Thomas Sardo, PE</u> Title: <u>Vice President</u> Telephone No.: <u>949.585.3107</u> Date: <u>8/17/21</u>		
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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

LSA

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

1. Type of Federal Action: N/A		2. Status of Federal Action: N/A		3. Report Type: N/A	
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<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	<input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<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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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: _____ Print Name: Mike Trotta Title: Chief Executive Office Telephone No.: (949)553-0666 Date: 8/16/2021	Authorized for Local Reproduction Standard Form - LLL
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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

Tatsumi

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

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12. Amount of Payment (check all that apply) \$ 0 <input checked="" 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: <u>Beverly Kawamoto</u> Print Name: <u>Beverly Kawamoto</u> Title: <u>Vice President</u> Telephone No.: <u>(949) 453-9901</u> Date: <u>08/20/2021</u>		
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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

VRPA

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Signature: _____ Print Name: Erik Ruehr Title: Director of Traffic Engineering Telephone No.: (8580 566-1766 Date: 08/20/21	
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AGENDA ITEM 8

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	February 28, 2022
TO:	Western Riverside County Programs and Projects Committee
FROM:	Bryce Johnston, Capital Projects Manager
THROUGH:	Marlin Feenstra, Project Delivery Director
SUBJECT:	Moreno Valley/March Field Metrolink Station Track and Platform Expansion Project Construction Agreement with Granite Construction Company, Environmental Mitigation, Tribal Monitoring, and Project Funding

STAFF RECOMMENDATION:

This item is for the Committee to:

- 1) Award Agreement No. 21-33-095-00 to Granite Construction Company, as the lowest responsive, responsible bidder, for the construction of the Moreno Valley March Field Metrolink Station Track and Platform Expansion Project (Project) in the amount of \$22,111,122, plus a contingency amount of \$2,211,112, for a total amount not to exceed \$24,322,234;
- 2) Approve Cooperative Agreement No. 21-33-097-00 between the Commission and Southern California Regional Rail Authority (SCRRA) for Construction of the Project in the amount of \$2,421,000, plus a contingency amount of \$242,100, for a total amount not to exceed \$2,663,100;
- 3) Approve Agreement No. 22-33-035-00 with The Soboba Band of Luiseno Indians for Construction Monitoring of the Moreno Valley/March Field Metrolink Station Track and Platform Expansion Project in an amount not to exceed \$25,000;
- 4) Approve an amendment to the Fiscal Year (FY) 2021/22- 2025/26 Short Range Transit Plan to program an additional \$6,000,000 of Federal Transit Administration (FTA) Section 5307 funds for the Project;
- 5) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission;
- 6) Authorize the Executive Director or designee to approve contingency work pursuant to the agreement terms up to the total amount; and
- 7) Forward to the Commission for final action.

BACKGROUND INFORMATION:

The Commission, with the cooperation of the SCRRA, has been working over the past several years to develop the plans, specifications and estimate for the Project. This expansion of the Moreno Valley/March Field Metrolink Station is required for the projected near term and future increase in Metrolink ridership. The expansion will upgrade approximately 2 ½ miles of existing

freight track with wood ties to new heavier track and concrete ties, an upgraded signal system, expansion of the existing platform and the addition of a new platform. The new platform will be fitted out with the same passenger amenities present at the existing platform, including canopies, a mini-high ADA platform, emergency telephone, electronic displays, and signage.

Recent studies have found that there is a need to expand reverse commute and peak service between Perris and Riverside, as well as between Riverside, Los Angeles, Orange, and San Bernardino counties. In order for RCTC and SCRRRA to provide enhanced peak period, intra-county service between Perris-Downtown and Riverside-Downtown, with the Moreno Valley/March Field Station area serving as a major employment center, RCTC proposes to upgrade the Moreno Valley/March Field Station with track and platform improvements.

The Project is located on the West side of I-215, between Eastridge Avenue and North of Van Buren Boulevard on right of way owned by the Commission (Figure 1).



Figure 1: Project Location Map

Procurement Process

On October 14, 2021, the Commission released Invitation for Bids (IFB) No. 21-33-095-00 for construction of the Project. A public notice was advertised in the *Press Enterprise*, and the complete IFB, including all contract documents, was posted on the Planet Bids website, which is accessible through the Commission's website. Electronic mail messages were sent to vendors registered in the Commission's Planet Bids database that fit the IFB qualifications. 132 firms downloaded the IFB; 30 of those firms are located in Riverside County. A pre-bid conference was

held via Zoom on October 21, 2021. On December 23, 2021, 6 bids were received and publicly opened. A summary of the bids received is shown in Table 1.

Table 1
Construction of Moreno Valley March Field Metrolink Station Track and Platform Expansion

	Firm (In order from Low Bid to High Bid)	Bid Amount
	Engineer's Estimate	\$17,012,084
1	Granite Construction Company	\$22,111,122
2	Reyes Construction	\$22,967,477
3	Herzog Contracting Corp.	\$24,365,869
4	Stacy and Witbeck, Inc.	\$24,980,000
5	Griffith Company	\$25,052,232
6	Flatiron West, Inc.	\$28,150,145

The basis for award of a public works contract is the lowest responsive and responsible bidder as defined by the Commission's procurement policy and state law. The bid analysis (Attachment 1) shows the bid amounts of the three lowest apparent bidders, the total price per item and percent variation from the engineer's estimate for each bid item.

Staff, along with the design engineer and the construction management team, analyzed the three low bids received to determine why the bids were higher than the engineer's estimate by approximately 30 percent. The following are the results of that assessment:

1. There is a delayed start provision in the contract of about 4 months due to long lead time required for procurement of some unique rail materials. The long lead time costs, include increased overhead, material and labor costs, would be a factor in the increased bid.
2. The degree of complexity in expanding an existing Metrolink Station track and platform and underground utility work in a congested, small area is a factor in increased costs.
3. Generally, the competition for labor and materials is greater today because of the current amount of work in Southern California, which leads to higher labor and material costs.
4. In addition, the current supply chain issues and general inflation impact the bid amounts.

After analyzing the bids received, staff has concluded that the Granite Construction Company bid, in the amount of \$22,111,122, is the lowest responsive and responsible bid received for the Project. Staff recommends award of Agreement No. 21-33-095-00 for the construction of the Project to Granite Construction Company in the amount of \$22,111,122, plus a contingency amount of \$2,211,112 to cover potential change orders encountered during construction, for a total amount not to exceed \$24,322,234. A 10 percent contingency is assumed for this project. The construction will be funded by FTA Section 5307 funds.

SCRRA Cooperative Agreement

On January 16th, 2020, the Commission approved Cooperative Agreement No. 20-33-023-00 between the Commission and SCRRA which defined roles and responsibilities related to the preliminary engineering, environmental clearance and final design for the Project. The attached Agreement No. 21-33-097-00 is for SCRRA to provide construction support services. The Commission's responsibilities include leading the construction phase, acquiring the necessary real estate interests, leading the public outreach effort, and advertising, awarding and administering the construction of the project. Staff recommends approval of Cooperative Agreement No. 21-33-097-00 between the Commission and SCRRA for construction support services in the amount of \$2,421,000, plus a contingency amount of \$242,100, for a total amount not to exceed \$2,663,100. A 10 percent contingency is assumed for this project. The agreement will be funded by an FTA Grant. SCRRA will provide the following field and oversight services:

1. Project Management
2. Staff Support
3. Track Support Services
4. Communications and Signal (C&S) Support Services
5. Passenger Information Phone
6. Training/Flagging

Tribal Monitoring

During the environmental clearance of the Project, it was identified that there would be a need for monitoring by The Soboba Band of Luiseno Indians during grading operations to address any artifacts that may be uncovered. RCTC worked with The Soboba Band of Luiseno Indians to develop the attached Monitoring Agreement No. 22-33-035-00. Therefore, staff recommends approval of Agreement No. 22-33-035-00 with The Soboba Band of Luiseno Indians for construction monitoring of the Project in an amount not to exceed \$25,000. This monitoring activity is not federally reimbursable and will be funded by Measure A Funds.

Funding

To date, the Commission has approved \$26,257,000 in FTA Section 5307 funds to be allocated for this Project. Approximately \$2,208,000 was used for preliminary engineering and \$3,063,666 will be utilized for construction management and construction support services, thus requiring an additional \$6,000,000 in FTA Section 5307 funds to cover the costs of construction and the SCRRA Cooperative Agreement. See table below for details.

	Current Approved Funding	Revised Funding Estimates	Additional Funding
Design (FTA 5307)	\$ 4,536,000	\$ 2,208,000	
Construction (FTA 5307)	21,721,000	30,049,000	
Total (FTA 5307)	\$ 26,257,000	\$ 32,257,000	\$ 6,000,000

Staff recommends the Commission allocate an additional \$6,000,000 of FTA Section 5307 funds to fully fund construction of the Project and amend the FY 2021/22 SRTP (Attachment 2). Staff will submit the necessary revisions to SCAG for the Federal Transportation Improvement Program approval. The FTA Section 5307 funds are formula funds from the Riverside-San Bernardino Urbanized Area, which the Commission has discretion to utilize for rail projects, and will be used for all federally-eligible expenditures. Other non-participating expenses such as tribal monitoring will be covered by Measure A and is approved in the current budget.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2021/22 FY 2022/23+	Amount:	\$2,000,000 \$25,010,334
Source of Funds:	FTA Section 5307 Funds (\$26,985,334) Measure A (\$25,000)			Budget Adjustment:	No
GL/Project Accounting No.:	653822 81304 00000 0000 265 33 81301				
Fiscal Procedures Approved:	<i>Matt Wallace</i>			Date:	02/18/2022

Attachments:

- 1) RCTC Bid Analysis
- 2) FY 2021/22 – 2025/26 SRTP Table 4.0 Summary of Funding Request Amendment No. 3
- 3) Draft Agreement No. 21-33-095-00 with Granite Construction Company
- 4) Draft Agreement No. 21-33-097-00 with SCRRA
- 5) Draft Agreement No. 21-33-035-00 with Soboba Band of Indians

Riverside County Transportation Commission
Bid Results for Project RCTC - CONSTRUCTION OF THE MORENO VALLEY MARCH FIELD METROLINK STATION TRACK AND PLATFORM EXPANSION PROJECT (IFB NO. 21-33-095-00)
Issued on 10/4/2021
Bid Due on December 23, 2021 2:00 PM (PST)
Exported on 12/23/2021

Flattron 5 28,000,000

Line Totals (Unit Price * Quantity)																
Item	Section	Item Code	Description	Reference	Unit of Measure	Eng's Estimate Quantity	Eng's Estimate Unit Price	Granite - Unit Price	Granite - Line Total	Diff from Eng's Est - Granite	% Diff from Eng's Est - Granite	Reyes Construction - Unit Price	Reyes Construction - Line Total	Herzog - Unit Price	Herzog - Line Total	
11	01 35 44.01		Petroleum-Impacted Waste Soils		CY	3000	\$ 130.00	\$ 390,000.00	\$8.00	\$24,000.00	-366.000	-94%	\$99.00	\$297,000.00	\$114.00	\$342,000.00
22	01 71 13.01		Mobilization, Demobilization, and Controls (Maximum of 5% of		LS	40	\$ 1,475,976.00	\$ 5,903,504.00	\$983,540.00	\$989,386	-49%	\$1,736,000.00	\$1,736,000.00	\$1,000,000.00	\$1,000,000.00	
33	3 31 00.01		Cast-in-Place Concrete (Foundations)	Final Pay	CY	241	\$ 385.00	\$ 92,785.00	\$1,500.00	\$361,500.00	\$268,715	290%	\$770.00	\$185,570.00	\$1,790.00	\$431,390.00
44	3 31 00.02		Cast-in-Place Concrete (Platform, Slabs-on-Grade)	Final Pay	CY	356	\$ 486.24	\$ 173,100.00	\$2,200.00	\$783,200.00	\$610,100	620%	\$920.00	\$2,000.00	\$830.00	\$295,480.00
55	5 13 00.03		Cast-in-Place Concrete (Retaining Walls)	Final Pay	CY	86	\$ 1,200.00	\$ 115,200.00	\$2,300.00	\$246,000.00	\$134,800	108%	\$918.00	\$98,868.00	\$650.00	\$56,400.00
66	3 31 00.04		Cast-in-Place Concrete (Culvert Headwalls)	Final Pay	CY	31	\$ 1,500.00	\$ 46,500.00	\$7,300.00	\$226,300.00	\$179,800	387%	\$3,100.00	\$96,100.00	\$5,100.00	\$158,100.00
77	3 31 00.05		Cast-in-Place Concrete (Mini-High Platforms)	Final Pay	CY	13	\$ 950.00	\$ 12,350.00	\$2,700.00	\$35,100.00	\$22,750	184%	\$1,555.00	\$20,215.00	\$1,150.00	\$14,950.00
88	05 12 23.01		Structural Steel (Canopies)		LS	1	\$ 674,520.66	\$ 674,520.66	\$1,112,000.00	\$1,112,000.00	\$437,479	63%	\$740,000.00	\$740,000.00	\$1,384,400.00	\$1,384,400.00
99	05 52 00.01		Metal Hand Railing/Guardrail		LF	160	\$ 180.00	\$ 28,800.00	\$315.00	\$50,400.00	\$21,600	75%	\$420.00	\$67,200.00	\$250.00	\$40,000.00
1010	07 41 13.01		Metal Roofing (Canopies)		LS	1	\$ 321,247.33	\$ 321,247.33	\$200,000.00	\$212,247	-38%	\$631,600.00	\$631,600.00	\$285,000.00	\$285,000.00	
1111	08 80 00.01		Glazing for Canopy Windbreaks		SF	3518	\$ 450	\$ 1,583.00	\$4,527.00	\$94,986.00	\$79,155	67%	\$100.00	\$351,800.00	\$400.00	\$140,700.00
1212	9 61 50.01		Detectable Warning Tactile		LF	850	\$ 78.00	\$ 66,300.00	\$235.00	\$199,750.00	\$133,450	201%	\$100.00	\$85,000.00	\$122.00	\$103,700.00
1313	9 61 50.02		5' x 3' Detectable Directional Tile (Platform)		SF	300	\$ 55.00	\$ 16,500.00	\$140.00	\$42,000.00	\$25,500	155%	\$52.00	\$15,600.00	\$74.00	\$22,200.00
1414	09 61 50.03		2' x 3' Black/ White Detectable Warning Panels		SF	30	\$ 55.00	\$ 1,650.00	\$200.00	\$6,000.00	\$4,350	364%	\$99.00	\$3,170.00	\$650.00	\$19,500.00
1515	9 90 00.01		Painting and Coating (Metal & Composite)		SF	1352	\$ 30.00	\$ 40,560.00	\$26.00	\$35,152.00	\$5,408	-13%	\$25.00	\$33,800.00	\$32.00	\$43,264.00
1616	9 96 23.01		Graffiti-Resistant Coating, Misc (Display Cases, Signage, Canope		LS	1	\$ 65,000.00	\$ 65,000.00	\$10,000.00	\$10,000.00	\$55,000	85%	\$24,000.00	\$24,000.00	\$33,100.00	\$33,100.00
1717	10 14 23.01		Signage (Wayfinding/ Platform)		LS	1	\$ 23,100.00	\$ 23,100.00	\$45,600.00	\$45,600.00	\$22,500	97%	\$80,100.00	\$80,100.00	\$28,840.00	\$28,840.00
1818	10 14 23.02		Display Case (Platform)		EA	1	\$ 8,000.00	\$ 8,000.00	\$13,000.00	\$13,000.00	\$5,000	63%	\$15,000.00	\$15,000.00	\$19,000.00	\$19,000.00
1919	10 14 55.01		Railroad Signage		LS	1	\$ 5,000.00	\$ 5,000.00	\$5,100.00	\$5,100.00	\$100	2%	\$14,800.00	\$14,800.00	\$7,000.00	\$7,000.00
2020	12 67 23.01		Benches		EA	317	\$ 4,000.00	\$ 1,268,000.00	\$4,600.00	\$146,500.00	\$18,500	13%	\$2,800.00	\$893,000.00	\$3,600.00	\$1,132,000.00
2121	12 67 23.02		Trash Containers		EA	10	\$ 2,000.00	\$ 20,000.00	\$6,000.00	\$60,000.00	\$40,000	200%	\$3,300.00	\$33,000.00	\$3,900.00	\$39,000.00
2222	22 05 00.01		Station Plumbing		LS	1	\$ 50,285.52	\$ 50,285.52	\$100,000.00	\$100,000.00	\$49,714	99%	\$116,900.00	\$116,900.00	\$225,000.00	\$225,000.00
2323	26 05 00.01		Basic Electrical Materials and Methods		LS	1	\$ 61,360.00	\$ 61,360.00	\$117,000.00	\$117,000.00	\$55,640	91%	\$125,100.00	\$125,100.00	\$163,800.00	\$163,800.00
2424	26 12 00.01		Receptacle Outlet Incl. Wiring		LS	1	\$ 24,586.36	\$ 24,586.36	\$155,000.00	\$155,000.00	\$130,414	\$39%	\$165,800.00	\$165,800.00	\$217,000.00	\$217,000.00
2525	26 13 00.01		2" PVC Conduit w/ Pullwire (Communications)		LF	2800	\$ 15.00	\$ 42,000.00	\$20.00	\$56,000.00	\$14,000	33%	\$27.00	\$75,600.00	\$24.00	\$67,200.00
2626	26 13 00.02		2" PVC Conduit (Power)		LF	3500	\$ 15.00	\$ 52,500.00	\$20.00	\$70,000.00	\$17,500	33%	\$27.00	\$94,500.00	\$24.00	\$84,000.00
2727	26 13 00.03		4" PVC Conduit Spare		LF	2800	\$ 22.00	\$ 61,600.00	\$30.00	\$84,000.00	\$22,400	36%	\$41.00	\$114,800.00	\$39.00	\$109,200.00
2828	26 13 00.04		Junction Boxes		EA	2	\$ 1,639.09	\$ 3,278.18	\$11,000.00	\$22,000.00	\$18,722	\$71%	\$12,600.00	\$25,200.00	\$15,400.00	\$30,800.00
2929	26 13 00.05		Pullbox (Power/Communication)		EA	40	\$ 1,311.27	\$ 52,450.80	\$1,150.00	\$55,750.00	\$7,257	-12%	\$1,230.00	\$55,350.00	\$1,610.00	\$72,450.00
3030	26 50 00.01		Canopy Lighting		EA	40	\$ 500.00	\$ 20,000.00	\$4,200.00	\$168,000.00	\$148,000	740%	\$4,500.00	\$180,000.00	\$5,880.00	\$235,200.00
3131	26 50 00.02		Pole Mounted Lighting		EA	10	\$ 5,000.00	\$ 50,000.00	\$17,500.00	\$175,000.00	\$125,000	250%	\$18,700.00	\$187,000.00	\$24,500.00	\$245,000.00
3232	27 36 00.01		Emergency Telephone		EA	2	\$ 4,500.00	\$ 9,000.00	\$17,500.00	\$35,000.00	\$26,000	289%	\$18,710.00	\$37,420.00	\$19,775.00	\$39,550.00
3333	27 36 00.02		Passenger Information Telephone		EA	2	\$ 7,000.00	\$ 14,000.00	\$7,000.00	\$21,000.00	\$7,000	50%	\$7,500.00	\$15,000.00	\$9,800.00	\$19,600.00
3434	29 00 00.01		Customer Information System (CIS)		LS	1	\$ 312,350.00	\$ 312,350.00	\$145,000.00	\$145,000.00	\$167,350	-54%	\$155,000.00	\$155,000.00	\$203,000.00	\$203,000.00
3535	29 20 20.01		Communication Services		LS	1	\$ 20,000.00	\$ 20,000.00	\$15,000.00	\$15,000.00	\$5,000	-25%	\$16,000.00	\$16,000.00	\$21,000.00	\$21,000.00
3636	31 11 00.01		Site Clearing	Final Pay	LS	1	\$ 4794.21	\$ 4,794.21	\$170,000.00	\$170,000.00	\$165,216	343%	\$35,000.00	\$35,000.00	\$230,000.00	\$230,000.00
3737	31 11 50.01		Demolition, Cutting, and Patching		LS	1	\$ 25,000.00	\$ 25,000.00	\$70,000.00	\$70,000.00	\$45,000	180%	\$125,000.00	\$125,000.00	\$34,000.00	\$34,000.00
3838	31 20 00.01		Excavation	Final Pay	CY	16999	\$ 30.00	\$ 509,370.00	\$50.00	\$849,950.00	\$339,580	67%	\$53.00	\$890,347.00	\$43.00	\$722,357.00
3939	31 20 00.02		Embankment Fill	Final Pay	CY	2378	\$ 30.00	\$ 71,340.00	\$20.00	\$47,560.00	\$23,780	-33%	\$52.00	\$123,176.00	\$32.00	\$76,176.00
4040	31 20 00.03		Structural Backfill	Final Pay	CY	553	\$ 137.33	\$ 76,342.99	\$110.00	\$60,830.00	\$15,513	-20%	\$20.00	\$11,060.00	\$92.00	\$50,876.00
4141	32 12 00.01		HMA Walkway (6" AC over 5.5" AB)		SF	3964	\$ 8.39	\$ 33,257.56	\$55.00	\$218,740.00	\$185,482	\$17%	\$12.00	\$47,568.00	\$13.00	\$51,532.00
4242	32 12 00.02		HMA under Turnouts and Crossovers		TON	1068	\$ 135.00	\$ 144,180.00	\$300.00	\$320,400.00	\$176,220	122%	\$153.00	\$163,404.00	\$216.00	\$230,688.00
4343	32 31 13.01		6" Chain Link Fence		LF	1009	\$ 65.00	\$ 65,585.00	\$54.00	\$54,486.00	\$11,099	-17%	\$58.00	\$58,522.00	\$97.00	\$97,873.00
4444	32 31 13.02		8" Chain Link Fence		LF	244	\$ 80.00	\$ 19,520.00	\$202.00	\$49,288.00	\$29,768	153%	\$218.00	\$53,192.00	\$120.00	\$29,280.00
4545	32 31 19.01		Tubular Steel Intertrack Fence - 6' high		LF	343	\$ 176.61	\$ 60,777.23	\$142.00	\$48,706.00	\$12,071	-20%	\$153.00	\$52,478.00	\$152.00	\$52,136.00
4646	32 31 19.02		Tubular Steel Intertrack Fence - 4' high		LF	75	\$ 150.00	\$ 11,250.00	\$211.00	\$15,825.00	\$4,575	41%	\$226.00	\$16,950.00	\$107.00	\$8,025.00
4747	32 32 16.01		Gravity Block Retaining Walls		LS	1	\$ 37,050.00	\$ 37,050.00	\$42,000.00	\$42,000.00	\$4,950	13%	\$43,900.00	\$43,900.00	\$62,500.00	\$62,500.00
4848	33 42 00.01		18" KCP Storm Drain		LF	1020	\$ 225.00	\$ 229,500.00	\$100.00	\$102,000.00	\$127,500	-56%	\$83.00	\$84,607.00	\$123.00	\$126,567.00
4949	33 42 00.02		48" Smooth Steel Pipe (SSP)		LF	128	\$ 550.00	\$ 70,400.00	\$2,000.00	\$256,000.00	\$185,600	264%	\$1,200.00	\$153,600.00	\$1,140.00	\$145,920.00
5050	33 42 00.03		Manhole		VF	16	\$ 1,000.00	\$ 16,000.00	\$3,500.00	\$56,000.00	\$40,000	250%	\$1,650.00	\$26,400.00	\$1,535.00	\$24,560.00
5151	33 42 00.04		Catch Basin/Grated Inlet		EA	16	\$ 2,500.00	\$ 40,000.00	\$4,000.00	\$64,000.00	\$24,000	60%	\$5,800.00	\$29,600.00	\$4,400.00	\$22,200.00
5252	33 42 00.05		18" CMP Culverts- DELETED		LS	0	\$ 175.00	\$ -	\$0.00	\$0.00	\$0	0%	\$0.00	\$0.00	\$0.00	\$0.00
5353	33 46 00.01		8" Perforated PVC Underdrain		LF	68	\$ 66.67	\$ 4,533.56	\$210.00	\$14,280.00	\$9,746	215%	\$173.00	\$11,764.00	\$127.00	\$8,836.00
5454	33 46 00.02		Cleavouts		EA	1	\$ 500.00	\$ 500.00	\$100.00	\$100.00	\$400	80%	\$2,300.00	\$2,300.00	\$320.00	\$320.00
5555	34 42 00.01		701 Signal Modification		LS	1	\$ 26,750.00	\$ 26,750.00	\$4,600.00	\$4,600.00	\$22,150	-83%	\$5,200.00	\$5,200.00	\$6,440.00	\$6,440.00
5656	34 42 00.02		CP Estridge Modification		LS	1	\$ 401,554.00	\$ 401,554.00	\$600,000.00	\$600,000.00	\$198,446	49%	\$656,700.00	\$656,700.00	\$800,800.00	\$800,800.00
5757	34 42 00.03		Leaving Signals		LS	1	\$ 517,763.00	\$ 517,763.00	\$1,035,000.00	\$1,035,000.00	\$517,237	98%	\$1,148,000.00	\$1,148,000.00	\$1,449,000.00	\$1,449,000.00
5858	34 42 00.04		733 Signals		LS	1	\$ 256,922.00	\$ 256,922.00	\$215,000.00	\$215,000.00	\$41,922	-16%	\$241,500.00	\$241,500.00	\$299,600.00	\$299,600.00
5959	34 42 00.05		734 Signals		LS	1	\$ 235,315.00	\$ 235,315.00	\$240,000.00	\$240,000.00	\$4,685	2%	\$269,800.00	\$269,800.00	\$332,200.00	\$332,200.00
6060	34 42 00.06		New CP		LS	1	\$ 1,563,639.00	\$ 1,563,639.00	\$1,850,000.00	\$1,850,000.00	\$286,					



Table 4.0 - Summary of Funding Request - FY2021/22

RCTC Western County Rail, Coachella Valley Rail, and Vanpool Programs

Operating													
Project	Total Amount of Funds	5307 RS	5307 RS CARES OB	5337	LCTOP PUC99313	LTF	MA CR	OTHR LCL	SGR PUC99313	SGR PUC99314	SGR-OB	STA PUC99313	Farebox
Western County Rail													
Metrolink Operating Subsidy & Preventative Maintenance ¹	\$21,474,584		\$10,300,000		\$864,540	\$10,310,044							
Next Generation Rail Study Phase II	\$400,000					\$400,000							
Program Management and Support ²	\$4,923,600					\$2,067,700	\$2,855,900						
San Jacinto Line Right of Way Maintenance	\$2,336,300						\$2,036,300	\$300,000					
Station Operations and Security	\$7,711,500		\$2,186,400				\$5,230,400	\$294,700					
Transfer Agreements	\$150,000					\$150,000							
Vanpool													
RCTC VanClub Operating Expenses	\$1,210,260		\$431,600				\$74,700	\$30,000					\$673,960
Sub-total Operating	\$38,206,244	\$0	\$12,918,000	\$0	\$864,540	\$12,927,744	\$10,197,300	\$624,700	\$0	\$0		\$0	\$673,960
Capital													
Project	Total Amount of Funds	5307 RS	5307 RS CARES OB	5337	LCTOP PUC99313	LTF	MA CR	OTHR LCL	SGR PUC99313	SGR PUC99314	SGR-OB	STA PUC99313	Farebox
Western County Rail													
Rail Stations - Capital Rehabilitation - WC 22-1	\$1,500,000								\$1,226,421	\$273,579			
Rail Stations - Capital Rehabilitation - WC 21-1 ⁵	\$0										\$0		
Moreno Valley/March Field Station Ped Bridge - WC - 22-2	\$9,300,000	\$9,300,000											
Riverside Downtown Station Track and Platform ³ - WC 22-3	\$1,900,000											\$1,900,000	
RCTC Metrolink Capital Obligation - WC 22-4	\$4,292,859			\$4,226,859				\$66,000					
Coachella Valley Rail													
CV Rail Environmental/Service Development Plan - CV 22-1 ⁴	\$448,339											\$448,339	
Sub-total Capital	\$17,441,198	\$9,300,000	\$0	\$4,226,859	\$0	\$0	\$0	\$66,000	\$1,226,421	\$273,579		\$2,348,339	\$0
Total Operating & Capital	\$55,647,442	\$9,300,000	\$12,918,000	\$4,226,859	\$864,540	\$12,927,744	\$10,197,300	\$690,700	\$1,226,421	\$273,579		\$2,348,339	\$673,960

¹ Total reflects an estimated full year subsidy with potential need for increases if 30% service reduction is reinstated.² Includes Rail program administration, capital support, marketing, rail safety education, professional services, and special trains. Allocations for salaries and benefits and professional development are subject to change pending the Commission's final budget approval.³ Reflects Western County Rail STA needed for ROW and related consulting.⁴ Reflects Western County Rail STA's contribution for CV Rail. \$189,339 from Coachella Valley and \$259,000 from Western Riverside County Rail.⁵ Reflects a net zero amendment change that resulted in lower PUC 99314 SGR funds and a offsetting increase to PUC 99313 SGR funds

Table 4.0 - Summary of Funding Request - FY2021/22

RCTC Western County Rail, Coachella Valley Rail, and Vanpool Programs

Operating													
Project	Total Amount of Funds	5307 RS	5307 RS CARES OB	5337	LCTOP PUC99313	LTF	MA CR	OTHR LCL	SGR PUC99313	SGR PUC99314	SGR-OB	STA PUC99313	Farebox
Western County Rail													
Metrolink Operating Subsidy & Preventative Maintenance ¹	\$21,474,584		\$10,300,000		\$864,540	\$10,310,044							
Next Generation Rail Study Phase II	\$400,000					\$400,000							
Program Management and Support ²	\$4,923,600					\$2,067,700	\$2,855,900						
San Jacinto Line Right of Way Maintenance	\$2,336,300						\$2,036,300	\$300,000					
Station Operations and Security	\$7,711,500		\$2,186,400				\$5,230,400	\$294,700					
Transfer Agreements	\$150,000					\$150,000							
Vanpool													
RCTC VanClub Operating Expenses	\$1,210,260		\$431,600				\$74,700	\$30,000					\$673,960
Sub-total Operating	\$38,206,244	\$0	\$12,918,000	\$0	\$864,540	\$12,927,744	\$10,197,300	\$624,700	\$0	\$0		\$0	\$673,960
Capital													
Project	Total Amount of Funds	5307 RS	5307 RS CARES OB	5337	LCTOP PUC99313	LTF	MA CR	OTHR LCL	SGR PUC99313	SGR PUC99314	SGR-OB	STA PUC99313	Farebox
Western County Rail													
Rail Stations - Capital Rehabilitation - WC 22-1	\$1,500,000								\$1,226,421	\$273,579			
Rail Stations - Capital Rehabilitation - WC 21-1 ⁵	\$0										\$0		
Moreno Valley/March Field Station Ped Bridge - WC - 22-2 ⁶	\$15,300,000	\$15,300,000										\$1,900,000	
Riverside Downtown Station Track and Platform ³ - WC 22-3	\$1,900,000												
RCTC Metrolink Capital Obligation - WC 22-4	\$4,292,859			\$4,226,859				\$66,000					
Coachella Valley Rail													
CV Rail Environmental/Service Development Plan - CV 22-1 ⁴	\$448,339											\$448,339	
Sub-total Capital	\$23,441,198	\$15,300,000	\$0	\$4,226,859	\$0	\$0	\$0	\$66,000	\$1,226,421	\$273,579		\$2,348,339	\$0
Total Operating & Capital	\$61,647,442	\$15,300,000	\$12,918,000	\$4,226,859	\$864,540	\$12,927,744	\$10,197,300	\$690,700	\$1,226,421	\$273,579		\$2,348,339	\$673,960

¹ Total reflects an estimated full year subsidy with potential need for increases if 30% service reduction is reinstated.

² Includes Rail program administration, capital support, marketing, rail safety education, professional services, and special trains. Allocations for salaries and benefits and professional development are subject to change pending the Commission's final budget approval.

³ Reflects Western County Rail STA needed for ROW and related consulting.

⁴ Reflects Western County Rail STA's contribution for CV Rail. \$189,339 from Coachella Valley and \$259,000 from Western Riverside County Rail.

⁵ Reflects a net zero amendment change that resulted in lower PUC 99314 SGR funds and an offsetting increase to PUC 99313 SGR funds

⁶ Reflects additional \$6,000,000 in funding due to actual bid prices. Prior allocations: FY17 SRTP FTA 5307 \$16.957, FY22 SRTP FTA 5307 \$9.3

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

CONTRACT

**FOR CONSTRUCTION OF THE MORENO VALLEY MARCH FIELD
METROLINK STATION TRACK AND PLATFORM EXPANSION
PROJECT**

RCTC Agreement No. 21-33-095-00

October 14, 2021

**BETWEEN
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND
GRANITE CONSTRUCTION COMPANY**

DRAFT

**CONSTRUCTION OF THE MORENO VALLEY MARCH FIELD
METROLINK STATION TRACK AND PLATFORM EXPANSION
PROJECT**

RCTC AGREEMENT NO. 21-33-095-00

1. PARTIES AND DATE.

This Contract is made and entered into this ____ day of _____, 2022 by and between the Riverside County Transportation Commission (hereinafter called the "Commission") and Granite Construction Company (hereinafter called the "Contractor"). This Contract is for that Work described in the Contract Documents entitled **CONSTRUCTION OF THE MORENO VALLEY MARCH FIELD METROLINK STATION TRACK AND PLATFORM EXPANSION PROJECT**

2. RECITALS.

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

2.2 Contractor, in response to a Notice Inviting Bids issued by Commission on **October 14, 2021**, has submitted a bid proposal FOR CONSTRUCTION OF THE MORENO VALLEY MARCH FIELD METROLINK STATION TRACK AND PLATFORM EXPANSION PROJECT

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

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

3. TERMS.

3.1 Incorporation of Documents.

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

- a. NOTICE INVITING BIDS
- b. INSTRUCTIONS TO BIDDERS
- c. CONTRACT BID FORMS
- d. FORM OF CONTRACT
- e. PAYMENT AND PERFORMANCE BOND FORMS

- f. ESCROW AGREEMENT FOR SECURITY DEPOSITS
- g. CONTRACT APPENDIX

PART "A" - Regulatory Requirements and Permits

PART "B" – General Conditions

PART "C" – Special Provisions (Selected SCRRRA Standard Specifications
(*under separate cover*)

PART "D" - Contract Plans (*under separate cover*)

PART "E" - DBE Requirements

PART "F" - Federal Minimum Wage Requirements

PART "G" - Federal Transit Administration Requirements for
Federal Aid Construction Contracts

PART "H" - Cooperative Agreement RCTC and SCRRRA

PART "I" – Supplemental Materials

- h. ADDENDUM NO.(S) 1, 2, 3, 4, 5, 6, and 7

3.2 Contractor's Basic Obligation.

Contractor promises and agrees, at his own cost and expense, to furnish to the Commission all labor, materials, tools, equipment, services, and incidental and customary work for the construction of the Riverside Downtown Metrolink Station Layover Facility Expansion Project. Notwithstanding anything else in the Contract Documents, the Contractor shall complete the Work for a total of Twenty-Two Million, One Hundred Eleven Thousand, Two Hundred Twenty-Two Dollars (\$22,111,222), as specified in the bid proposal and pricing schedules submitted by the Contractor in response to the above referenced Notice Inviting Bids. Such amount shall be subject to adjustment in accordance with the applicable terms of this Contract. All Work shall be subject to, and performed in accordance with the above referenced Contract Documents.

3.3 Period of Performance.

Contractor shall perform and complete all Work under this Contract within **440 working days** of the effective date of the **Limited Notice to Proceed**, and in accordance with any completion schedule developed pursuant to provisions of the Contract Documents. Contractor agrees that if such Work is not completed within the aforementioned periods, liquidated damages will apply as provided by the applicable provisions of the General Conditions, found in Part "B" of the Contract Appendix. The amount of liquidated damages shall equal one thousand seven hundred dollars **(\$1,700.00)** for each day or fraction thereof, it takes to complete the Work, or specified portion(s) of the Work, over and above the number of days specified herein or beyond the Project Milestones established by approved Construction Schedules.

3.4 Commission's Basic Obligation.

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

3.5 Contractor's Labor Certification.

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

3.6 Successors.

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

3.7 Notices.

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

Contractor:

Granite Construction Company
38000 Monroe Street
Indio, CA 92203
Attn: Joseph P. Richardson

Commission:

Riverside County Transportation Commission
P.O. Box 12008
Riverside, California 92502-2208
Attn: Executive Director

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

CONTRACTOR
GRANITE CONSTRUCTION COMPANY

RIVERSIDE COUNTY
TRANSPORTATION COMMISSION

By: _____
Name

By: _____
Anne Mayer
Riverside County Transportation
Commission

Title

Tax I.D. Number:

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
Counsel, RCTC

DRAFT

EXHIBIT "A"

CERTIFICATION
LABOR CODE - SECTION 1861

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

CONTRACTOR:

Name of Contractor: (Contractor Name)

By: _____
Signature

Name

Title

Date

COOPERATIVE AGREEMENT NO. 21-33-097-00
BETWEEN
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
FOR
MORENO VALLEY / MARCH FIELD STATION EXPANSION PROJECT

THIS COOPERATIVE AGREEMENT (Agreement) is effective this ____ day of _____ 2022, by and between the Riverside County Transportation Commission, a California public agency , 4080 Lemon St, Riverside, California 92501 (hereinafter referred to as "COMMISSION"), and the Southern California Regional Rail Authority, 900 Wilshire Blvd., Suite 1500, Los Angeles, California 90017, a joint powers authority (hereinafter referred to as "SCRRA"), which are individually referred to as "Party", and collectively referred to as "Parties".

RECITALS:

WHEREAS, SCRRA is a five-county joint powers authority, created pursuant to California Public Utilities Code Section 130255 and California Government Code Section 6500 et seq., to build, maintain, administer, and operate the "METROLINK" commuter train system on railroad rights-of-way owned by the member agencies and through other shared use and joint operation agreements. The five-county member agencies are comprised of the following: Los Angeles County Metropolitan Transportation Authority (LA METRO), Ventura County Transportation Commission (VCTC), Orange County Transportation Authority (OCTA), San Bernardino County Transportation Authority (SBCTA), and Riverside County Transportation Commission (RCTC); and

WHEREAS, COMMISSION, as Riverside County's transportation agency and a member agency of METROLINK, and SCRRA wish to work together to define the roles and responsibilities for capital improvements to the Moreno Valley / March Field Station to include the replacement &

1 signalization of approximately 2.5 miles of track, a new second passenger platform, and the extension
2 of the existing passenger platform (hereinafter referred to as "PROJECT"); and

3 **WHEREAS**, on January 16th, 2020 COMMISSION Board of Directors approved Cooperative
4 Agreement C20-33-023-00 between COMMISSION and SCRRRA which defined roles and
5 responsibilities related to the design and design review for the Moreno Valley / March Field Station
6 Expansion Project; and

7 **WHEREAS**, COMMISSION has secured funding for the PROJECT under the Federal Transit
8 Administration ("FTA") grant number CA-2017-112-0 and intends to use FTA funding to reimburse
9 SCRRRA for the SERVICES; and

10 **WHEREAS**, COMMISSION and SCRRRA agree that COMMISSION shall be the lead on the
11 construction phase of all improvements, acquire the necessary real estate interest, lead the public
12 outreach effort, as identified in Exhibit A "COMMISSION SCOPE OF SERVICES" (COMMISSION
13 SERVICES); and

14 **WHEREAS**, COMMISSION agrees to pay SCRRRA a total not to exceed amount of Two Million
15 Six Hundred Sixty-Three Thousand and One Hundred Dollars (\$2,663,100), for all work performed
16 pursuant to Exhibit B – "SCRRRA Scope of Services" (hereinafter referred to as "SERVICES"), attached
17 herein; and

18 **WHEREAS**, COMMISSION and SCRRRA mutually agree the available funding to perform the
19 SERVICES for the PROJECT shall be expended efficiently in compliance with all federal and state
20 requirements utilizing COMMISSION's Procurement Policies; and

21 **NOW, THEREFORE**, it is mutually understood and agreed by COMMISSION and SCRRRA as
22 follows:

23 /

24 **ARTICLE 1. COMPLETE AGREEMENT**

25 A. This Agreement, including any attachments incorporated herein and made applicable by
26 reference, constitutes the complete and exclusive statement of the term(s) and conditions(s) of this

1 Agreement between COMMISSION and SCRRA and it supersedes all prior representations,
2 understandings, and communications. The invalidity in whole or in part of any term or condition of this
3 Agreement shall not affect the validity of other term(s) or conditions(s) of this Agreement. The above
4 referenced Recitals are true and correct and are incorporated by reference herein.

5 B. COMMISSION's failure to insist on any instance(s) of SCRRA's performance of any
6 term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of
7 COMMISSION's right to such performance or to future performance of such term(s) or condition(s),
8 and SCRRA's obligation in respect thereto shall continue in full force and effect. Changes to any
9 portion of this Agreement shall not be binding upon COMMISSION except when specifically confirmed
10 in writing by an authorized representative of COMMISSION by way of a written amendment to this
11 Agreement and issued in accordance with the provisions of this Agreement.

12 C. SCRRA's failure to insist on any instance(s) of COMMISSION's performance of any
13 term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of
14 SCRRA's right to such performance or to future performance of such term(s) or condition(s), and
15 COMMISSION's obligation in respect thereto shall continue in full force and effect. Changes to any
16 portion of this Agreement shall not be binding upon SCRRA except when specifically confirmed in
17 writing by an authorized representative of SCRRA by way of a written amendment to this Agreement
18 and issued in accordance with the provisions of this Agreement.

19 **ARTICLE 2. SCOPE OF AGREEMENT**

20 This Agreement specifies the roles and responsibilities of the Parties as they pertain to the
21 subjects and projects addressed herein. Both COMMISSION and SCRRA agree that each will cooperate
22 and coordinate with the other in all activities covered by this Agreement and any other supplemental
23 agreements that may be required to facilitate purposes thereof.

24 **ARTICLE 3. DELEGATED AUTHORITY**

25 The actions required to be taken by SCRRA in the implementation of this Agreement are
26 delegated to its Chief Executive Officer (CEO) or designee, and the actions required to be taken by

COMMISSION in the implementation of this Agreement are delegated to its Executive Director or designee.

ARTICLE 4. RESPONSIBILITIES OF COMMISSION

COMMISSION agrees to the following responsibilities for COMMISSION SERVICES:

A. COMMISSION will assume the lead role for the construction and construction management of the track improvements, station improvements, railroad signal improvements, railroad communications improvements, instant messaging, right of way and public outreach related the PROJECT.

B. Include SCRRRA PM in all progress and planning meetings, schedule updates, and coordination for work windows.

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

D. COMMISSION will obtain approval from SCRRRA for any construction phasing proposals, associated schedules, work plans and expected operational impacts at least sixty (60) days before the commencement of any work that has the potential to affect SCRRRA operations, services, equipment, infrastructure or safety procedures. All construction phasing plans, demolition and abandonment, track removal, replacement and new installation must also be submitted for approval sixty (60) days prior to the start of the work. If no response is received from SCRRRA within thirty (30)

1 days following the submittal, the construction phasing proposals, associated schedules, work plans
2 and expected operation impacts may be considered approved by SCRRA. A detailed scope of
3 responsibilities for work windows that affect PTC system modifications is set forth in item F below.

4 E. COMMISSION shall, unless otherwise specified as SCRRA's responsibility, be
5 responsible for all coordination, permits, licenses and agreements required by Utility Companies,
6 other Railroads, Third Parties and Statutory Authorities for the construction, testing and integration
7 into operational service of the PROJECT.

8 F. COMMISSION shall ensure that the contractor complies with all requirements of **Exhibit**
9 **C** – Coordination Requirements and Responsibilities for Work Windows and PTC System
10 Modifications.

11 G. COMMISSION shall ensure that the contractor does not store materials or equipment
12 upon the right-of-way in proximity of the track, that any material/equipment to be stored upon the
13 right-of-way is first agreed with SCRRA and is secured, that a clear access path for maintenance or
14 emergency vehicles is maintained at all times adjacent to tracks and that activities do not generate
15 excessive dust.

16 H. As agreed between COMMISSION and SCRRA, any salvaged material identified in
17 writing as required for reuse by SCRRA within the SCRRA network shall be delivered by the
18 Contractor to SCRRA premises.

19 I. COMMISSION will ensure that all construction, materials, equipment and workmanship
20 that are to become SCRRA's responsibility to operate or maintain upon Revenue Service are fully
21 inspected with appropriate accompanying site or supplier test certification, records, warranties and
22 guarantees to meet SCRRA, Industry, and Statutory COMMISSION standards and requirements.

23 J. COMMISSION or its contractor shall notify SCRRA's designated railroad safety provider
24 a minimum of three (3) weeks in advance of the daily Roadway Worker in Charge (RWIC)
25 requirements for each week. Each RWIC shift shall comprise of 8 hours of support with a period of
26 up to one hour either end of the shift solely for the purpose of establishing or taking down protection

1 as required. RWIC support shall be required at all times for any work within the railroad right-of-way
2 or with the potential to foul the railroad. COMMISSION shall reimburse SCRRRA directly for all RWIC
3 costs.

4 K. COMMISSION must advise the SCRRRA Chief of Program Delivery in writing of the
5 proposed completion date of the PROJECT sixty (60) days in advance of such completion date, to
6 allow for a meeting and punch list walkthrough a minimum of forty-five (45) days prior to completion
7 to be undertaken between COMMISSION, Contractor and SCRRRA to inspect and record any
8 outstanding work items, deficiencies or corrections required. All track, communication and station
9 systems, and all supporting infrastructure are to be fully completed, tested and certified for
10 functionality and operational compliance to FRA, SCRRRA and other applicable standards and
11 regulations. At completion and prior to SCRRRA acceptance of the project into operational service, a
12 further walkthrough will be arranged between all said parties to ensure all outstanding punch list
13 items, defects, omissions, site clean-up and removal of materials/equipment with the potential to
14 affect Railroad operations have been appropriately resolved.

15 L. COMMISSION and its Prime Contractor will ensure that all workers, including
16 subconsultants and subcontractors; comply with the requirements of SCRRRA On-Track Safety
17 Manual for Roadway Workers Section 3.0 Job Safety Briefings, including the completion of the daily
18 SCRRRA Safety Risk Analysis form, signing in with SCRRRA's RWIC at the start of work, and signing
19 out with the RWIC when leaving the work area.

20 M. COMMISSION will provide to SCRRRA within sixty (60) days of final completion, copies of
21 all as-constructed documentation and records pertaining to the project, to include, but not necessarily
22 limited to;

- 23 1. As-constructed plans and shop drawings
- 24 2. QA/QC records
- 25 3. Materials compliance certification tests
- 26 4. Fabrications tests

5. Warranties and Guarantees

6. O&M manuals

7. Permits

8. Track and Communication system integrity and compliance test records in accordance with FRA regulations

9. Training materials for SCRRA Track and Communication staff as applicable

10. Bridge and Structures inspection records

11. Spare parts for track and communication systems ordered by the Contractor but not used in the PROJECT

12. Spare parts for any components or systems installed by COMMISSION in completion of the track system that are technologically more advanced, or additional to, SCRRA current design criteria or maintenance standards

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

O. Prior to commencement of Revenue Service from the Moreno Valley / March Field Station additional platform, COMMISSION will coordinate with SCRRA for any Public Relations support services that may be required from SCRRA for public notification. The COMMISSION shall be responsible for all SCRRA costs for such support.

P. Except as permitted through authorized work windows, COMMISSION, its officers, employees' agents, assigns, contractors and vendors, shall not interfere with the operation of Metrolink commuter train service.

Q. COMMISSION, its officers, employees' agents, assigns, contractors and vendors, shall not enter onto railroad right-of-way unless COMMISSION has received prior written permission from SCRRA and made arrangements to comply with all SCRRA safety and protective services. At the sole discretion of SCRRA, SCRRA may require COMMISSION, its officers, employees' agents,

1 assigns, contractors and vendors, to attend SCRRA safety orientation class prior to receiving
2 permission to enter the railroad right-of-way.

3 R. COMMISSION, its officers, employees' agents, assigns, contractors and vendors, shall
4 immediately contact SCRRA in the event of any known condition which might impact the safe
5 operation of the railroad. The following are SCRRA's emergency numbers:

6 Dispatch and Operations Center (909) 593-0661

7 Signal Emergencies and Crossing Problems(888) 446-9721

8 S. The COMMISSION or the Contractor is responsible for the location and protection of any
9 and all surface, sub-surface, and overhead utilities and structures. Approval of application by SCRRA
10 does not constitute a representation as to the accuracy of completeness of location or the existence
11 or non-existence of any utilities or structures within the limits of this project.

12 T. Before excavating, the Applicant must determine whether any underground pipe lines,
13 electric wires, or cables, including fiber optic cable systems, are present and located within the Project
14 work area by calling the Southern California Underground Service Alert at 811. SCRRA is not a
15 member of Underground Service Alert (DIGALERT) and SCRRA signal and communication lines
16 must be located by contacting the SCRRA Signal Department.

- 17 1. SCRRA is not a member of DIGALERT. Call SCRRA's Signal Department at (909)
18 592-1346 a minimum of five days prior to beginning construction to mark signal and
19 communication cables and conduits. To assure cables and conduits have been
20 marked, no work may proceed until a SCRRA dig number has been provided.
21 Contractor shall pot-hole to confirm location, alignment and depth of all services
22 within the footprint of any proposed excavations and protect services in place, to
23 SCRRA agreement, prior to commencing any excavation.
- 24 2. In case of signal emergencies or grade crossing problems, call SCRRA's 24-hour
25 signal emergency number 1-888-446-9721.
26

1 U. This Agreement is not in lieu of the SCRRA's Permitting and Right-of-Entry process. The
2 COMMISSION and its consultants and contractors are required at all times to follow all SCRRA Form
3 6 and 37 requirements for any persons, work or equipment upon the railroad right-of-way and other
4 applicable guidelines and directives. Applicants must submit SCRRA's Form 6 prior to entering or
5 beginning work on Railroad Right-of-Way and before SCRRA support services will be scheduled or
6 provided including: RWIC, Flagging, SCRRA Cable and Signal Marking, and SCRRA Safety. Forms
7 6 and 37 may be found on the Metrolink website at the following location:

8 <https://www.metrolinktrains.com/about/agency/engineering--construction/>

9 V. SCRRA and COMMISSION shall establish mutually agreeable work windows for the
10 PROJECT prior to advertising the PROJECT for bid. Service levels are currently 10 commuter and 3
11 freight trains through the project area in a 24-hour period. All work within the railroad right-of-way will
12 require railroad protective services, unless specified otherwise by SCRRA. SCRRA will provide:

- 13 • Two (2) 52-hour weekend absolute work windows when train service will be suspended
14 on all tracks, to facilitate construction, testing and integration of new crossovers and
15 turnouts. All absolute windows will require a minimum of sixty (60) days advance notice
16 to allow coordination, notification and implementation of changes to Positive Train
17 Control (PTC) critical features – refer to Exhibit C. Windows on consecutive weekends
18 will not be permissible - a minimum of two weeks is required between windows.
- 19 • Two (2) four-day freight windows to facilitate upgrading of the existing drill track. RCTC
20 will lead the coordination effort with BNSF to schedule these freight windows.
- 21 • Limited track windows upon either the Main Track or new siding track to facilitate
22 construction of the alternate track and station platforms, to be coordinated a minimum
23 of twenty-one (21) days in advance. Any limited work windows that will result in
24 changes to PTC critical features must be coordinated a minimum of sixty (60) days in
25 advance – refer to Exhibit C.

- Work during the day will be under Form "B" protection between the hours of 6:00 AM and 6:00 PM
- COMMISSION shall ensure that its contractor(s) coordinate and comply with RWIC directions and all times, standing down and securing any equipment as directed while a train passes by.
- The Contractor's operations are subordinate to the operation of trains on the SCRRA right-of way, whether passenger or freight. All work upon the SCRRA right-of-way shall be done at such times and in such a manner as not to interfere with or endanger the SCRRA Operations. SCRRA will strive to cooperate with the Contractor such that the work may be handled and performed in an efficient manner, however, COMMISSION and it's Contractor(s) will have no claim with SCRRA whatsoever for any type of damages or for extra or additional compensation in the event its work is delayed by rail operations. Should, due to train operations or service obligations or other reasons provided in this Agreement, it become impracticable to provide the work window on the dates established, SCRRA will provide the work window at the next reasonable available opportunity. SCRRA shall not be responsible for any additional costs and expenses resulting from a change in work windows. SCRRA shall notify COMMISSION immediately of the need for such a change in work windows.

ARTICLE 5. RESPONSIBILITIES OF SCRRA

SCRRA agrees to the following responsibilities for SCRRA SERVICES:

- A. That the available funding to perform the SERVICES for the PROJECT shall be expended efficiently in compliance with all federal and state requirements utilizing SCRRA's FTA eligible existing on-call consultants and/or job order contractors and/or new FTA compliant procurement for construction and construction management as necessary.
- B. To designate a Project Manager as the point of contact and to manage the PROJECT through completion.

C. To provide SCRRA SERVICES through final completion in accordance with EXHIBIT B.

D. SCRRA shall review the resumes of proposed key contractor staff for track, signal, and communication system construction and testing and notify the COMMISSION of any concerns based on experience, qualifications or prior performance of a key staff member. The COMMISSION may, at its sole discretion, request the staff member be replaced by the contractor.

E. SCRRA shall, for operational system cut-overs and critical system integration:

1. Undertake all work as defined within **Exhibit C** for work windows that affect PTC modifications and for final integration of the PROJECT under PTC so as to facilitate Revenue Service implementation.

2. Perform final system testing and integration into SCRRA networks for:

- Communication Shelters
- Backbone Fiber connections
- Customer Information Systems (CIS)

F. SCRRA shall inspect the track in a timely manner after each phase of construction prior to placing the track back in service.

G. To provide timely review and responses to all requests from COMMISSION and to not unreasonably withhold approval of any requests.

H. To comply with state and federal environmental requirements as necessary for the PROJECT.

I. To be responsible for the following: railroad operations and maintenance and management of work windows for PROJECT.

J. To perform SERVICES in accordance with the approved project schedule.

K. To minimize rail service disruptions by reviewing the construction phasing plan and work windows necessary to complete the PROJECT.

L. Prior to completion and return to operational service of any work window involving track construction, SCRRA shall ensure that their Maintenance Contractor stabilizes the track throughout

1 the entire limits of the work window once all trackwork components and installation is completed so
2 as to minimize the requirement for temporary speed restrictions in operational service.

3 M. SCRRA will not invoice for overhead until it receives formal approval of its provisional
4 overhead rates. Once the Federal Transit Administration, SCRRA's cognizant audit agency, has
5 approved the final rate at the completion of its audit and an adjustment to the previously-approved
6 provisional rate is required, SCRRA will make true-up adjustments and invoice accordingly.

7 N. To submit an invoice to COMMISSION for fifty percent (50%) of total estimated costs
8 associated with the PROJECT within thirty (30) days of the execution of this AGREEMENT. Following
9 completion of PROJECT, SCRRA shall submit the final invoice to COMMISSION detailing PROJECT
10 expenses. SCRRA must submit this invoice for all work performed to COMMISSION's Accounts
11 Payable office. Each SCRRA invoice shall include the following information:

- 12 1. Agreement Number 21-33-097-00;
- 13 2. SCRRA Project Number 861014;
- 14 3. The time period covered by the invoice;
- 15 4. Progress Report, which includes a detailed description of the services performed;
- 16 5. Such other information as requested by COMMISSION.

17 O. To submit a quarterly SERVICES summary report, which shall include a line item for
18 remaining funds, changes that must be pre-approved by COMMISSION and a line item for any
19 contingency within the summary budget amount for the SERVICES.

20 P. To submit for COMMISSION's review and approval, changes to the SERVICES costs
21 within seven (7) days of identifying change.

22 Q. To notify COMMISSION in writing when seventy-five (75%) of the deposited funds have
23 been exhausted and include an estimate of what, if any, additional funds are estimated to be needed
24 to complete the SERVICES contemplated under this AGREEMENT.

25 R. Within one hundred eighty (180) days from completion of SERVICES and payment of all
26 vendor and contractor invoices and retention, SCRRA will reimburse the COMMISSION for any

1 unused funds along with a final progress report, including final expenditures.

2 S. SCRRA shall conduct all of its activities in association with the PROJECT in a good and
3 competent manner and in compliance with all applicable federal, state and local rules, grant
4 requirements and regulations and SCRRA's standards, policies, practices and guidelines,

5 T. SCRRA shall comply with all funding and grant requirements for those funds that will be
6 used to pay for SERVICES. SCRRA shall comply with all contractual provisions required by the FTA
7 and the FTA Master Agreement, including those provisions contained in Exhibit D. The requirements
8 set forth in FTA Circular 4220.1F, as may be amended, are hereby incorporated by reference into
9 this Agreement. In the case of any conflict between the terms of this Agreement and any FTA
10 mandated terms set forth in the FTA Master Agreement, FTA Circular 42201.F or the attached Exhibit
11 D (collectively, "FTA Requirements") as may be amended, the FTA Requirements shall control.

12 U. To provide Right-of-Entry agreement(s), as may be necessary for the PROJECT, upon
13 request by COMMISSION or its contractor after completing SCRRA's generally applicable process.

14
15 **ARTICLE 6. MAXIMUM OBLIGATION**

16 Notwithstanding any provisions of this Agreement to the contrary, COMMISSION and SCRRA
17 mutually agree that RCTC's maximum cumulative payment obligation hereunder shall be Two Million
18 Six Hundred Sixty-Three Thousand and One Hundred Dollars (\$2,663,100), unless agreed to and
19 amended by both Parties.

20 **ARTICLE 7. AUDIT AND INSPECTION**

21 SCRRA shall maintain a complete set of records in accordance with generally accepted
22 accounting principles. Upon reasonable notice, SCRRA shall permit the authorized representatives of
23 COMMISSION to inspect and audit all work, materials, payroll, books, accounts and other data and
24 records of SCRRA for a period of four (4) years after final payment, or until any on-going audit is
25 completed. For purposes of audits, the date of completion of this Agreement shall be the date of FTA's
26 payment of SCRRA's final billing (so noted on the invoice) under this Agreement. COMMISSION shall

1 have the right to reproduce any such books, records and accounts. The above provision with respect
2 to audits shall extend to and/or be included in contracts with SCRRA's contractor.

3 **ARTICLE 8. INDEMNIFICATION**

4 A. SCRRA shall indemnify and hold harmless COMMISSION, its officers, directors,
5 employees and agents from and against any and all claims (including attorney's fees and reasonable
6 expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's
7 compensation subrogation claims, damage to property to the extent a trier of fact determines same is
8 actually caused by the negligent acts, omissions or willful misconduct of SCRRA, its officers, directors,
9 employees or agents in the performance of this Agreement.

10 B. COMMISSION shall indemnify, defend and hold harmless SCRRA, its officers, directors,
11 employees and agents from and against any and all claims (including attorney's fees and reasonable
12 expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's
13 compensation subrogation claims, damage to property to the extent actually caused by the negligent
14 acts, omissions or willful misconduct by COMMISSION, its officers, directors, employees or agents in
15 connection with or arising out of the performance of this Agreement.

16 **ARTICLE 9. ADDITIONAL PROVISIONS:**

17 The COMMISSION and SCRRA agree to the following mutual responsibilities:

18 A. Term of Agreement: This Agreement shall continue in full force and effect through
19 **December 31, 2024**, unless terminated earlier by mutual written consent by both Parties.

20 B. Termination: In the event either Party defaults in the performance of their obligations,
21 under this Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party
22 shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to the other
23 Party.

24 C. Termination for Convenience: Either Party may terminate this Agreement by providing
25 thirty (30) days written notice of its intent to terminate for convenience to the other Party;

26 D. Compliance: COMMISSION and SCRRA shall comply with all applicable federal, state,

1 and local laws, statutes, ordinances, and regulations of any governmental authority having jurisdiction
2 over the PROJECT.

3 E. Legal Authority: COMMISSION and SCRRA hereto warrant that they are duly authorized
4 to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the
5 Parties hereto are formally bound to the provisions of this Agreement.

6 F. Amendments: This Agreement may be amended in writing at any time by the mutual
7 consent of both Parties. No amendment shall have any force or effect unless executed in writing by
8 both Parties.

9 G. Severability: If any term, provision, covenant or condition of this Agreement is held to be
10 invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the
11 remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or
12 condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13 H. Counterparts of Agreement; Signatures: This Agreement may be executed and delivered
14 in any number of counterparts, each of which, when executed and delivered shall be deemed an
15 original and all of which together shall constitute the same agreement. Facsimile signatures will be
16 permitted. This Agreement may be signed using an electronic signature.

17 I. Assignment: Neither this Agreement, nor any of the Parties rights, obligations, duties, nor
18 authority hereunder may be assigned in whole or in part by either Party without the prior written
19 consent of the other Party. Any such attempt of assignment shall be deemed void and of no force and
20 effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor
21 the waiver of any right to consent to such subsequent assignment.

22 J. Obligations To Comply with Law: Nothing herein shall be deemed nor construed to
23 authorize or require any Party to issue bonds, notes or other evidences of indebtedness under the
24 terms, in amounts, or for purposes other than as authorized by local, state or federal law.

25 K. Governing Law: The laws of the State of California and applicable local and federal laws,
26 regulations and guidelines shall govern hereunder. Venue shall be in Riverside County.

1 L. Litigation Fees: Should litigation arise out of this Agreement for the performance thereof,
2 the court shall award costs and expenses, including attorney's fees, to the prevailing Party.

3 M. Notices: Any notices, requests or demands made between the Parties pursuant to this
4 Agreement are to be directed as followed:

5 To SCRRA:

6 Southern California Regional Rail Authority

7 2558 Supply Street, Bldg. A

8 Pomona, CA 91767

9 Attention: Justin Fornelli

10 Chief, Program Delivery

11 Tel: (909) 593-4291

12 Email: fornelli@scrta.net

To COMMISSION:

Riverside County Transportation Commission

4080 Lemon Street

Riverside, CA 92501

Attention: Marlin Feenstra

Capital Project Manager

Tel: (951) 787-7963

Email: mfeenstra@rctc.org

13 N. Force Majeure: Either Party shall be excused from performing its obligations under this
14 Agreement during the time and to the extent that it is prevented from performing by an unforeseeable
15 cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God;
16 commandeering of material, products, plants or facilities by the federal, state or local government;
17 national fuel shortage; or a material act or omission by the other Party; when satisfactory evidence of
18 such cause is presented to the other Party, and provided further that such nonperformance is
19 unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

20 O. Incorporation of Exhibits. The RCTC Scope of Services, attached hereto as Exhibit A,
21 the SCRRA Scope of Services, attached hereto as Exhibit B, the Coordination Requirements and
22 Responsibilities for Work Windows and PTC System Modifications, attached hereto as Exhibit C, and
23 the FTA Requirements, attached hereto as Exhibit D, are incorporated into this Agreement by
24 reference.

25 P. No Third Party Beneficiaries. There are no intended third party beneficiaries of any terms
26 contained in or of any right or obligation assumed by the Parties under this Agreement.

This Agreement shall be made effective upon execution by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement No. 21-33-097-00 to be executed on the date first written above.

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY	RIVERSIDE COUNTY TRANSPORTATION COMMISSION
--	---

By: _____ Darren M. Kettle Chief Executive Officer	By: _____ Anne Mayer Executive Director
--	---

APPROVED AS TO FORM:	APPROVED AS TO FORM:
-----------------------------	-----------------------------

By: _____ Donald O. Del Rio General Counsel	By: _____ Best Best & Krieger LLP General Counsel
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Exhibits:

EXHIBIT A RCTC Scope of Services

EXHIBIT B SCRRA Scope of Services

EXHIBIT C Coordination Requirements and Responsibilities for Work Windows and PTC System
Modifications

EXHIBIT D FTA Requirements

**EXHIBIT A
COMMISSION SCOPE OF SERVICES**

The Riverside County Transportation Commission (COMMISSION) will provide all necessary services for the project as noted below:

1. General Description

- COMMISSION will obtain the services of a contractor to replace and signalize approximately 2.5 miles of the existing industrial lead (2nd track), two new crossovers, and two new turnouts between milepost (MP) 72.2 and MP 75.0 in the Cities of Riverside & Moreno Valley; 170 foot extension of the existing 510-foot long station platform; a new 680-foot long second platform including shade structures and benches, on the west side of the new 2nd track; to perform groundwork for SCRRA fiber and communications conduits on station platforms; and perform track stabilization/surfacing using dynamic stabilizer to expedite train services.

2. Construction Contractor

- COMMISSION will be the lead during bidding phase of this project for the above-mentioned scope of work.

3. Construction Management

- COMMISSION will provide construction management services, materials testing and construction inspection services during the construction of the above-mentioned scope of work through COMMISSION's consultant in accordance with guidelines provided in the Rail Programs Department Construction Management Procedures.
- The construction management services shall include administration of the construction contract, coordination of the activities of the Contractor, performance of quality assurance inspections and management of independent quality assurance testing, preparation of daily construction activity reports, safety oversight and enforcement, labor compliance oversight and enforcement, communications between the Contractor and all other project participants, processing, collecting and

maintaining of project communications and records, reviewing and recommending of Contractor progress payments, processing of change order requests, implementing and processing change orders, schedule reviews, stormwater pollution prevention plan (SWPPP) inspections, and processing claims.

4. Design Services During Construction

- Design Service During Construction (DSDC) for track and civil work will be provided by COMMISSION's consultant.

5. Communications and Signal (C&S) Support Services

- Provide materials and construct/modify wayside control systems related to siding track and station.
- Modify Customer Information System (CIS) on existing platform and install CIS on the new platform.
- Design Service During Construction (DSDC) for signal, communications, and PTC will be provided by RCTC design consultant.
- Construction inspection services provided by RCTC signal consultant during C&S construction.

6. Real Estate

- COMMISSION will obtain all right-of-way necessary for this project.

7. Public Outreach

- COMMISSION will take a lead in distribution of news releases as necessary.
- Outreach and relationship building with targeted community groups/advocates, stakeholders, and local businesses.
- Regular communications and dissemination of news to targeted locals.
- Ongoing implementation of social media communications.

EXHIBIT B
SCRRA SCOPE OF SERVICES

The SCRRA will provide all necessary services for the project as noted below:

1. Project Management

- Attend monthly construction coordination meetings and provide project direction and input as necessary.
- Attend task, workshop meetings, at the designated locations, as requested by COMMISSION's consultant performing construction.
- Review meeting minutes and provide comments.
- Review construction shop drawings, and Request For Information (RFI) related to track, turnouts, grade crossings, signals, communications, and Positive Train Control (PTC) in a timely manner as requested.
- Conduct spot civil, track and signal inspection and provide suggestions as appropriate.

2. Staff Support

- Consultation with senior management for input regarding important design and construction issues.
- Signal, Communications, and PTC Department consultation and input related to design and construction.
- Contract Task Order (CTO) Services provided by SCRRA staff to engage consultants and maintenance contractors to provide their services during construction.
- Provide public notification services for operational impacts during absolute construction windows.

3. Track Support Services

- Inspection of track by SCRRA maintenance contractor prior to train services after completion of work carried out by COMMISSION's contractor during work windows.
4. Communications and Signal (C&S) Support Services
- PTC window and cutover support provided by SCRRA during construction work.
 - PTC survey required for PTC change management process provided by SCRRA consultants.
 - Maintenance support provided by SCRRA C&S maintenance contractor during and after construction work windows.
5. Passenger Information Phone
- Provide material and install passenger phone on the new platform as required by regulations.
6. Training/Flagging
- Review, process, and administer Right-of-Entry permits provided by construction contractors during the construction.
 - Roadway Worker Protection training provided by SCRRA consultant during construction as necessary.
 - Provide Railroad Protective Services, including flagging to third part personnel working on SCRRA right-of-way as required for the project.
 - Cable and conduit marking during construction as per SCRRA requirements by SCRRA C&S maintenance contractor.
7. Miscellaneous
- Provide test train services during grade crossings and wayside signal system testing as necessary.
 - Provide all work and services required to meet the SCRRA obligations under Section 2 of Exhibit C, Coordination Requirements and Responsibilities for Work Windows and PTC System Modifications.

COOPERATIVE AGREEMENT NO. 21-33-097-00

EXHIBIT B

Date		1-Mar-21							
Cooperative Agreement		TBD							
SCRRA Project No.		TBD							
Project Name		Moreno Valley / March Field Station Expansion							
Schedule		18 months (+ 3 months closeout)							
NO.	ITEM	QUANTITY					UNIT	UNIT COST	TOTAL COST
		No. of Months	Meeting per Month	Hours	No. of Persons	Total Hours			
1 Project Management									
a	General Coordination	21	4	4	1	336	HR	\$250.00	\$84,000.00
b	Meetings	21	4	4	1	336	HR	\$250.00	\$84,000.00
c	Document Reviews (Work Windows, SSWP, Construction Staging, RFI Support)	18	1	4	2	144	HR	\$250.00	\$36,000.00
d	Civil/Track General Inspection Services	18	4	8	1	576	HR	\$250.00	\$144,000.00
	Sub-Total					1,392			\$348,000.00
2 SCRRA Staff Support									
a	Senior Management	18	1	1	1	18	HR	\$250.00	\$4,500.00
b	Communications & Signal Department	18	1	8	1	144	HR	\$250.00	\$36,000.00
c	Contract Administration	18	1	2	1	36	HR	\$250.00	\$9,000.00
d	Public Affairs (includes public notices for AWW)	18	1	4	1	72	HR	\$250.00	\$18,000.00
	Sub-Total					270			\$67,500.00
3 Track Support Services									
a	Track Inspection (track in/out service) & Maintenance Support					1	LS	\$15,000.00	\$15,000.00
b	Track Stabilization					1	LS	\$50,000.00	\$50,000.00
	Sub-Total								\$65,000.00
4 Communication & Signal Support Services									
a	PTC Window Support & Cutover					1	LS	\$50,000.00	\$50,000.00
b	PTC Survey by SCRRA Contractor					1	LS	\$40,000.00	\$40,000.00
c	C&S Maintenance Contractor Support (for windows, comm. system, fiber)					2	LS	\$20,000.00	\$40,000.00
d	C&S CM Inspection by SCRRA Signal Consultant	18	4	16	1	1,152	HR	\$250.00	\$288,000.00
	Sub-Total								\$418,000.00
5 Passenger Information Phone									
	Passenger Phone for Additional Platform (includes install)					1	EA	\$10,000.00	\$10,000.00
	Sub-Total								\$10,000.00
6 Training / Flagging									
a	Safety Training by SCRRA Consultant					30	EA	\$1,750.00	\$52,500.00
b	SCRRA Cable Markings					10	DAYS	\$1,000.00	\$10,000.00
c	Flagging Services					800	SHIFT	\$1,750.00	\$1,400,000.00
	Sub-Total								\$1,462,500.00
7 Miscellaneous									
a	Test Trains					2	EA	\$25,000.00	\$50,000.00
	Sub-Total								\$50,000.00
	Sub-Total (Items A-F)								\$2,421,000.00
	Contingency (10%)								\$242,100.00
	TOTAL ESTIMATED COST								\$2,663,100.00
Notes:									
1	The cost of the SCRRA services shown is an estimate only and RCTC will reimburse SCRRA on the basis of actual costs and expenses.								
2	RCTC shall reimburse SCRRA the actual costs and expenses incurred by SCRRA and its contractors and consultants for all services and work performed in connection with this project, including an allocated overhead representing SCRRA's costs for administration and management.								
Task 3a	Estimate of labor and equipment for SCRRA Track Contractor to respond for track maintenance during construction, if necessary; and after construction surface and restore track and ballast disturbed and or contaminated by construction activities to preconstruction condition.								
Task 4a/7a	Based upon 2 PTC work windows.								
Task 4c	Estimate of labor and equipment for SCRRA Signal Maintenance Contractor to respond for signal maintenance during construction, as necessary.								
Task 6a	Roadway Worker Protection trainings based upon 20 trainees per session.								

EXHIBIT C
COORDINATION REQUIREMENTS AND RESPONSIBILITIES FOR WORK WINDOWS AND
PTC SYSTEM MODIFICATIONS

1. COMMISSION and its Contractor shall:

a. Notify SCRRA sixty (60) days in advance for any work window that will require modifications to PTC critical features to allow SCRRA the time required for planning a cut-over window within the PTC network schedule, survey, creation and testing of a revised subdivision file, critical feature site validation and final implementation into service of the subdivision file.

b. To accompany 60-day advance notification, provide to SCRRA PM plans clearly detailing and listing all changes that will be made to system critical features in each Work Window and an accompanying work plan detailing how the work will be undertaken. Critical features include:

i. Removal/Addition/Relocation of Tracks:

1. Alignment
2. Elevations

ii. Removal/Addition/Relocation of switches or signals:

1. Powered and HT turnouts (point of switch)
2. Powered and HT derails
3. Insulated Joints (IJ) associated with signals and track clearance points
4. Wayside Interface Unit (WIU) modules
5. Signal aspect changes

iii. Timetable change:

1. Quiet Zones
2. Milepost changes
3. Control Point (CP) name changes

4. Changes in train operating speeds
 5. Track name changes
 6. Method of Operations changes (Track Warrant, Centralized Train Control, Positive Train Control)
- iv. Construction changes:
 1. Street widening impacting grade crossing parameters
 2. New crossing panels to accommodate pedestrian gates (parameters)
 3. Changes due to emergencies
 - v. PTC limits
 - vi. Clearance Points (Minimum distance from points and crossings at which track circuit boundaries may be positioned, to prove that a vehicle on one track is in a position clear of a movement on an adjacent track);
- c. Attend an initial change control configuration management technical review team meeting for each Work Window affecting PTC critical features, to review and discuss details of the proposed changes. Resubmits plans within 7 calendar days to clarify any additional information as reasonably requested;
 - d. Attend SCRRA operations work window planning meetings, as reasonably requested by SCRRA PM, to discuss scope of work within Work Window(s), details of Work Window time, dates and tracks affected, Work Windows schedule, bus bridge requirements (if any) and potential requirements for a test train to remove initial speed restrictions or perform signal tests;
 - e. Should the construction schedule change such that the planned Work Window cannot be met, advise SCRRA immediately when this is known so that a revised Work Window can be arranged;
 - f. A minimum of 30 calendar days in advance of each planned Work Window, provide to SCRRA PM an hour by hour schedule detailing all activities to be performed

by all parties within the Work Window and allowing adequate time at an appropriate point within the Work Window to accommodate SCRRA final PTC critical feature on-site validation once track work is complete, and signal system final testing, as coordinated with SCRRA (allow a four-hour period). Tracks are to be clear of track mounted equipment during the PTC validation period. SCRRA will review schedule and confirm agreement;

g. Submit a track bulletin request to SCRRA dispatching operations department, detailing all physical changes that will be made to the track infrastructure, a minimum of 7 days in advance of any Work Window;

h. Coordinate with and facilitate access to SCRRA PTC staff onto tracks within project construction zone to enable on-site validation of subdivision file against critical features in advance of Work Window(s). Contractor shall not have equipment upon the tracks during subdivision file testing that may affect the operation of the signal system or prevent unobstructed operation of a track mounted hi-rail throughout the project site to record locations of critical features and take associated measurements. SCRRA will provide 48 hours' notice to Contractor of intent to visit site to perform tests wherever possible but in emergency will require access without notice at any time;

i. Coordinate a final activity review meeting to discuss the final hour by hour window schedule activities, attended by all parties involved, a minimum of 72 hours before each Work Window commences;

j. Provides a list of key staff members and contact details for all organizations involved in each exclusive window a minimum of 48 hours before Work Window commences;

2. SCRRA shall:

a. Provide the necessary technical support to implement modification/changes to the PTC network within the Work Window requested by COMMISSION and/or its Contractor;

- b. Upon receipt of Contractor's plans detailing and listing all changes that will be made to system critical features in each Work Window and an accompanying work plan, create a change request in the SCRRA configuration management database;
- c. Arrange through SCRRA change control configuration management an initial technical review team meeting to review and discuss details of the proposed changes to which COMMISSION and/or its Contractor shall attend;
- d. Coordinate internally and with COMMISSION and its Contractor a date for proposed changes and associated Work Window to be undertaken and incorporate Work Window date into SCRRA configuration management master schedule;
- e. Through SCRRA change control team, arrange further coordination meetings where required as the subdivision file revisions are processed, to which COMMISSION and/or its Contractor shall attend when reasonably requested by SCRRA PM or SCRRA change control management;
- f. Coordinate and undertake all PTC activities in advance of each planned Work Window, to include:
 - i. Development of new or revised subdivision file
 - ii. Testing of file in PTC Lab and within Train Management Dispatching System (TMDS) system
 - iii. Signal system paper check
 - iv. Field and Signal Pre-test;
- g. Coordinate field testing with The COMMISSION and its Contractor;
- h. If required, a minimum of 45 calendar days in advance of a Work Window, arrange for bus services to transport passengers between station locations at either end of a Work Window where both main tracks are out of service (bus bridges). If insufficient buses are available for the proposed Work Windows, rearrange to a future date when buses are available in coordination with the PTC network schedule and COMMISSION and its Contractor:

- i. Notify the public in advance through Metrolink website, twitter and seat leaflets as appropriate, of planned operational service disruptions and alternative travel options;
- j. Make all necessary modifications to the graphics within the TMDS system in advance of each planned Work Window;
- k. Undertake final PTC critical feature and subdivision file validation at the appropriate time within the Work Window, as previously coordinated with COMMISSION and its Contractor and place into service the revised or new PTC subdivision file and modified TMDS graphics upon final verification of accuracy;
- l. Issue in advance of implementation, bulletins to all affected railroads to detail physical and operational changes to the current timetable; and
- m. Revise track charts, composite maps, simulator graphics and KML files to reflect all physical changes made to the system resulting from the work in each window.
- n. Stabilize the track, within the period of each Work Window, upon completion of any construction that has disrupted the track structure integrity, to reduce the requirement for speed restrictions at the end of the Work Window.

**EXHIBIT D
FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS**

The following provisions shall apply to this Agreement:

1. COST PRINCIPLES

(1) SCRRA 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.

(2) SCRRA 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.

(3) Any costs for which payment has been made to SCRRA 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 SCRRA.

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

2. FEDERAL GOVERNMENT OBLIGATIONS TO THIRD-PARTIES BY USE OF A DISCLAIMER

(1) RCTC and SCRRA 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 ("Government"), the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to RCTC, SCRRA, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) SCRRA 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.

3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) SCRRA 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, SCRRA 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, SCRRA 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 SCRRA to the extent the Federal Government deems appropriate.

(2) SCRRA also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation 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. chapter 53 or any other Federal law, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323 on SCRRA, to the extent the Federal Government deems appropriate. [Is SCRRA subject to this?]

(3) SCRRA 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 consultant who will be subject to the provisions.

4. ACCESS TO RECORDS

1. SCRRA agrees to provide RCTC, the FTA Administrator, the U.S. Secretary of Transportation, the Comptroller General of the United States or any of their authorized representatives access to all Project work, materials, payrolls, and other data of SCRRA which are directly pertinent to this contract as required by 49 U.S.C. § 5325(g).

2. SCRRA agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. SCRRA agrees 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 transmission of the final expenditure report, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case SCRRA 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.

4. SCRRA agrees to require its contractors and third party contractors to provide the same.

5. FEDERAL CHANGES

SCRRA 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 FTA Master Agreement, the terms of which are incorporated herein by reference, as they may be amended or promulgated from time to time during the term of this Agreement. SCRRA's failure to so comply shall constitute a material breach of this contract.

6. CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., U.S. DOT regulations, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, FTA Circular 4702.1A, "Title VI and Title VI – Dependent Guidelines for Federal Transit Administration Receipts," May 13, 2007, Federal transit law at 49 U.S.C. § 5332, SCRRA 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, SCRRA 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 - SCRRA agrees to comply with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and equal employment opportunity provisions of 49 U.S.C. § 5332, 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. SCRRA 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, SCRRA agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with the Age Discrimination in Employment Act, as amended, 29 U.S.C. §§ 621 through 634 and Federal transit law at 49 U.S.C. § 5332, SCRRA agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, SCRRA agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, SCRRA agrees 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, SCRRA agrees to comply with any implementing requirements FTA may issue.

(3) DBE Program Compliance - RCTC has established a DBE Program pursuant to 49 C.F.R. Part 26, which applies to FTA funded agreements. The requirements and procedures of RCTC's DBE Program are hereby incorporated by reference into this Agreement.

(4) SCRRA 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.

7. DEBARMENT AND SUSPENSION

SCRRA shall include the following in the procurement or contract, as applicable, for any consultant performing services under this Agreement:

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion"

(1) Consultant certifies that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Consultant shall provide an explanation for any inability to make this certification.

8. LOBBYING

Lobbying Restrictions. To the extent applicable, SCRRA agrees to include the following in its subcontractor agreements:

(1) The consultant shall comply, and assure the compliance of each subcontractor at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.

(2) The consultant shall comply with Federal statutory provisions, to the extent applicable, prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION MONITORING
AGREEMENT WITH THE SOBOBA BAND OF LUISEÑO INDIANS
FOR THE
MORENO VALLEY/MARCH FIELD STATION UPGRADES PROJECT**

Whereas, the Riverside County Transportation Commission (RCTC or Licensee), in partnership with the Southern California Regional Rail Authority (SCRRA, Metrolink), proposes to upgrade the Moreno Valley/March Field Station (Project) in Riverside County, California; and

Whereas, as part of the Project, construction of new 40-foot (ft) tall antenna structure, as well as Positive Train Control (PTC) and Automated Train Control System (ATCS) radios (collectively known here as “radio control tower”) are required for a new control point at Mile Post (MP) 74.9 within RCTC rail right-of-way along the Metrolink 91/Perris Valley Linea; and

Whereas, the proposed construction of the radio control tower at MP 74.9 required compliance with Federal Communications Commission (FCC) rules for environmental review, including compliance with Section 106 of the National Historic Preservation Act (NHPA) of 1966 (Section 106); and

Whereas, Section 106 compliance involved Native American consultation between RCTC and the Soboba Band of Luiseño Indians and resulted in the Soboba Band of Luiseño Indians requesting Native American monitoring during ground-disturbing activities associated with the radio control tower and ancillary equipment for the Project; and

Whereas, the above-mentioned undertakings were communicated to the California State Historic Preservation Officer (SHPO) when requesting concurrence that the Project will not affect historic properties; and

Whereas, the SHPO concurred that the Project will not affect historic properties on August 25, 021; and

Whereas, the FCC is a cooperating agency for the purpose of reviewing the impacts on historic properties under Section 106 of the NHPA of 1966 (16 United States Code [U.S.C.] 470f) and its implementing regulations, 36 Code of Federal Regulations (CFR) Part 800.

Now, therefore, this Agreement is made and entered into as of _____, by the Soboba Band of Luiseño Indians (a Federally Recognized Tribe) and RCTC. The Soboba Band of Luiseño Indians and RCTC are sometimes referred to individually as a “Party,” and collectively as the “Parties.”

I. NOTIFICATION TO THE SOBOBA BAND OF LUISEÑO INDIANS

All notices to the Soboba Band of Luiseño Indians shall be given at the addresses below:

Joseph Ontiveros
Tribal Historic Preservation Officer
Soboba Band of Luiseño Indians
23906 Soboba Road, San Jacinto, CA 92583
P.O. Box 487, San Jacinto, CA 92581
Office: (951) 654-5544 Ext. 4137
Cell: (951) 663-5279
jontiveros@soboba-nsn.gov

Jessica Valdez
Cultural Resource Specialist
Soboba Band of Luiseño Indians
23906 Soboba Road, San Jacinto, CA 92583
P.O. Box 487, San Jacinto, CA 92581
Office: (951) 654-5544 Ext. 4139
Cell: (951) 663-6261
jvaldez@soboba-nsn.gov

II. SUBJECT MATTER

This Agreement concerns a Project known as the Moreno Valley/March Field Station Project. The Riverside County Medical Examiner's Office ("Medical Examiner") will be provided a copy of this Agreement by RCTC. The Soboba Band of Luiseño Indians is conducting Tribal monitoring for this project. RCTC is the Project Licensee. The FCC is a cooperating agency for the Project and is responsible for environmental compliance under the National Environmental Policy Act and under Section 106 of the NHPA. The Project's area of potential effects (APE) is provided in Attachment 1.

III. PURPOSE

The purpose of this Agreement is to formalize procedures for Tribal monitoring for cultural resources and significant sites during excavation for the radio control tower and ancillary equipment associated with the Project.

IV. INCORPORATION OF ATTACHMENTS

Attachment 1 depicting the Project APE, Attachment 2 setting forth monitor compensation rates, and Attachment 3 regarding monitor insurance requirements are attached hereto and incorporated by this reference.

V. RESOURCE DISCOVERY AND DISPOSITION OF ARTIFACTS

In the event of the discovery of previously unidentified resources during ground-disturbing activities associated with the radio control tower and ancillary equipment within the APE, the Native American

monitor will be authorized to stop and redirect construction work in order to assess the significance of the find. Any significance determinations will be done in consultation with the SHPO. Recovered artifacts will be analyzed, recorded, and either permanently curated at an appropriate facility or reburied by the Soboba Band of Luiseño Indians on Tribal lands.

VI. CULTURAL AFFILIATION

The Soboba Band of Luiseño Indians and RCTC agree that the Project is located within land that has been identified as Native American Ancestral Territory. Any Native American human remains as defined in Section VIII which are found in conjunction with the development of this Project shall be treated in accordance with Sections VII through X of this Agreement.

VII. MOST LIKELY DESCENDANT

In the event that Native American human remains are found during development of this Project, the Soboba Band of Luiseño Indians understands that the determination of the Most Likely Descendant (MLD) under California Public Resources Code (PRC) Section 5097.98 will be made by the Native American Heritage Commission (NAHC) upon notification to the NAHC of the discovery of said remains at the Project APE. Until such time, neither the Soboba Band of Luiseño Indians nor the RCTC guarantees that the Soboba Band of Luiseño Indians or one of its members will be so named. Should the NAHC determine that a member of an Indian tribe other than a member of the Soboba Band of Luiseño Indians is the MLD, the provisions to this Agreement shall remain in force and are not nullified or voided.

VIII. COORDINATION WITH COUNTY MEDICAL EXAMINER'S OFFICE

In accordance with Health & Safety Code 7050.5, the RCTC shall immediately contact the Medical Examiner in the event that any human remains are discovered during the development of the Project. If the Medical Examiner recognizes the remains to be those of a Native American, the Medical Examiner shall ensure that notification is provided to the NAHC as required by California PRC Section 5097.98(a).

IX. TREATMENT OF NATIVE AMERICAN REMAINS

In the event that Native American human remains are found during development of the project, and a member of the Soboba Band of Luiseño Indians is determined to be the MLD pursuant to Section VII of this Agreement, the following provisions shall apply.

The term "Native American human remains" encompasses more than human bones as the MLD's traditions call for the burial of associated cultural resources with the deceased (grave goods and funerary objects), and the ceremonial burning of Native American human remains, funerary objects, grave goods, and animals. Ashes and other remnants of these burning ceremonies, as well as grave goods and funerary objects, associated with or buried with the Native American remains, are to be treated in the same manner as bones, bone fragments, and cremations.

The Medical Examiner shall immediately be notified if any human remains are observed, ground-disturbing activities in that location shall cease, and the remains shall be left in place where they were

discovered until the Medical Examiner has had the opportunity to inspect the remains in place and make a determination as required by State law, and until a final decision as to the treatment and disposition has been made pursuant to this Agreement and State law.

The MLD shall be allowed, pursuant to California PRC Section 8097.98(a), to (1) inspect the site of the discovery, and (2) make recommendations as to how the human remains and grave goods should be treated with appropriate dignity. The RCTC shall discuss and confer with the MLD all reasonable options with regard to their preferences and recommendations for treatment. The MLD and RCTC agree to discuss in good faith what constitutes “appropriate dignity,” as that term is used in the applicable statutes and in the MLD’s customs and traditions. In the event that human remains are found on lands owned by an entity other than the RCTC, the MLD shall be responsible for discussing the treatment and disposition of human remains and grave goods with the appropriate entity. The RCTC agrees to facilitate contact with the appropriate entity if necessary.

The MLD shall complete their inspection and make their MLD recommendation within forty-eight (48) hours of being granted access to the site. The Soboba Band of Luiseño Indians acknowledge that the MLD’s general preference may be that all human remains not be disturbed or disinterred, and the RCTC agrees in good faith to accommodate that preference when feasible to the extent allowed under California PRC 5097.98.

X. NON-DISCLOSURE OF LOCATION OF REBURIALS

It is understood by the Soboba Band of Luiseño Indians and RCTC that, unless otherwise required by law, the site of any reburial of Native American human remains shall not be disclosed and will not be governed by public disclosure requirements of the California Public Records Act, California Government Code Section 6250 et seq. The Medical Examiner shall withhold public disclosure of information related to such reburial pursuant to the specific exemption set forth in California Government Code Section 6254(r).

XI. WORK STATEMENT FOR TRIBAL MONITORS

Given the sensitivity of the Project APE for Native American cultural resources, the Soboba Band of Luiseño Indians will provide a Tribal monitor to conduct monitoring during ground-disturbing activities associated with the radio control tower and ancillary equipment within the APE. The Tribal monitor will work with heavy machinery and the machine operators at all times when native soil is being moved within these areas of the APE, including brush removal. Monitoring will continue until excavation has ceased or bedrock is reached.

Attachment 1 depicts the APE, which is the geographic area over which this monitoring shall be conducted. The provisions for compensation of the Tribal monitors are addressed in Attachment 2.

Following the approval of the construction contract for the Project, RCTC will obtain a schedule from the construction contractor that provides the estimated duration of all work activities that would require Tribal monitors. Based on the schedule for the Project, RCTC and the Soboba Band of Luiseño Indians will execute a work order that shall provide the specific schedule and compensation for Tribal monitoring.

XII. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the heirs, successors, representatives, executors, administrators, and assigns of the parties, including subsequent landowners, developers, and subcontractors of the APE, and any person or entity obligated to comply with environmental and cultural/archaeological protection laws applicable to this project.

XIII. ENVIRONMENTAL COMPLIANCE

Nothing in this Agreement shall excuse the RCTC as Licensee and FCC as federal cooperating agency on this project from obligations under any applicable state or federal laws or regulations, including but not limited to the California Environmental Quality Act (CEQA); PRC Section 21000 et seq., the NHPA 16 U.S.C. Section 470 et seq.; California PRC Sections 5097.98, 5097.98(c), and 5097.99; California Health and Safety Code Sections 7050.5(c); California Government Code Sections 6254, 65040.2, 65092, 65351, 65352, 65560, 65352.3, 65352.4, 65352.5; California Civil Code 815.3; the Native American Graves Protection and Repatriation Act, 25 U.S.C. Section 3001 et seq.; the California Native American Graves Protection and Repatriation Act of 2001, California Health and Safety Code Sections 8010 et seq.; the American Indian Religious Freedom Act, 16 U.S.C. Section 1996 et seq., and the First Amendment to the United States Constitution. Nothing in this Agreement is intended to make any of the above-referenced laws applicable where such laws would otherwise be inapplicable.

XIV. INDEMNITY

The Soboba Band of Luiseño Indians in no way indemnifies nor guarantees RCTC in any of their legal obligations under CEQA or any State or federal laws or regulations related to the Native American human remains. The Soboba Band of Luiseño Indians assumes all risk of injury to their employees, agents, and contractors, including loss, arising out of or in connection with, property damage or bodily injury resulting from the work of the Tribal monitors on the project except in the case of negligence or willful misconduct of the RCTC, its employees, agents, and contractors.

XV. SEVERABILITY

Should any part of this Agreement be found by any court or agency of competent jurisdiction to be to any extent invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

XVI. LIMITATION ON SCOPE

This Agreement is unique to this Moreno Valley/March Field Station Project and does not set a precedent for other projects.

XVII. AUTHORITY TO EXECUTE

Each of the persons executing this Agreement expressly warrants that he or she is authorized to do so on behalf of the entity for which he or she is executing this Agreement. Each party to this Agreement represents and warrants that this Agreement is executed voluntarily, with full knowledge of its significance.

XVIII. WAIVER

No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right and provision in this Agreement. A waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

XIX. ENTIRE AGREEMENT

This writing contains the entire agreement between the Soboba Band of Luiseño Indians and RCTC relating to the subject matter hereof; and the Soboba Band of Luiseño Indians and RCTC have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof that are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.

XX. JOINT DRAFTING

The Soboba Band of Luiseño Indians has participated in the drafting of this Agreement.

XXI. COUNTERPARTS

This Agreement will be effective when the Soboba Band of Luiseño Indians and RCTC have affixed their signatures. This Agreement may be signed in counterparts, each of which shall constitute an original.

XXII. TERM

Monitoring will commence on or soon after _____. Upon completion of all construction of the Project activities subject to monitoring as defined herein, and as determined by the RCTC, this Agreement shall terminate, and all monitoring activities shall cease.

XXIII. ELECTRONIC TRANSMITTAL; ELECTRONIC SIGNATURES

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

[Signatures on following page]

SIGNATURES

MONITORING AGREEMENT BETWEEN THE SOBOBA BAND OF LUISEÑO INDIANS AND RCTC FOR THE MORENO VALLEY/MARCH FIELD STATION UPGRADES PROJECT

XXIV. APPROVALS

Date: _____

Soboba Band of Luiseño Indians

By: Isaiah Vivanco
Its: Tribal Chairman

Riverside County Transportation Commission Approvals

Date: _____

By: Anne Mayer
Executive Director

Approved as to form:

By: _____
Best Best & Krieger, LLP
General Counsel

ATTACHMENT 1

AREA OF POTENTIAL EFFECTS

ATTACHMENT 2

TRIBAL MONITOR COMPENSATION

The Soboba Band of Luiseño Indians shall hire a Tribal monitor for the Project and shall be responsible for coordinating the Tribal monitor's activity on the Project. The Soboba Band of Luiseño Indians recognizes that hazardous conditions can exist at the Project worksite, particularly during grading operations, and agrees to assume responsibility for the safety of the Tribal monitoring crew while on the Project site. The Soboba Band of Luiseño Indians possesses liability insurance for its monitors and will provide evidence that the Tribal monitor has received railroad safety training.

RCTC shall compensate the Tribal monitor from the Soboba Band of Luiseño Indians at a pre-determined and agreed-upon rate, plus reimbursement for all documented mileage expenses at the current federal travel regulation mileage rate. A minimum half-day (4-hour) charge (show up time) will be charged to the RCTC for unannounced work stoppage of Tribal monitors that are not due to actions of the Soboba Band of Luiseño Indians. The hourly rate will not be applicable to travel time to and from the Project site.

Overtime rates of time and a half of the pre-determined and agreed-upon Tribal monitor rate apply for "after-hours work" (services beyond an eight-hour day from start of construction); and "weekend work" (defined as services performed between close of the eight-hour construction day on Friday and start of construction work on Monday morning). Holiday rates of double time of the pre-determined and agreed-upon Tribal monitor rate apply for all holiday work. The hourly rate will not be applicable to travel time to and from the Project site.

RCTC agrees that the Soboba Band of Luiseño Indians will invoice RCTC for all Tribal monitors' compensation on a monthly basis. RCTC also agrees to remit payment in full within 30 days of receipt of the Soboba Band of Luiseño Indians invoice.

Type of Service	Fee
Standard Monitoring	\$90.00/hour
Overtime Monitoring	\$135.00/hour
Double-Time Monitoring	\$180.00/hour
Administrative Fee	15% of invoice

A minimum half-day charge ("show-up" time) shall be charged to RCTC for unannounced work stoppages of the Tribal monitors that are not due to actions by the Soboba Band of Luiseño Indians.

ATTACHMENT 3

TRIBAL MONITOR INSURANCE REQUIREMENTS

WORKERS COMPENSATION

The Soboba Band of Luiseño Indians shall furnish RCTC with a certificate of workers' compensation insurance indicating compliance with a workers' compensation program and employer's liability insurance with a minimum of \$1,000,000.00 for injury, death, or disease to any employee.

GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGES

The Soboba Band of Luiseño Indians shall, at their own expense, maintain during the performance of this contract professional liability, general liability, and auto liability insurance of the coverage and amount provided below:

1. Automobile Liability Insurance shall include coverage for bodily injury and property damage for owned (if any), hired, and non-owned vehicles and shall not be less than \$1,000,000.00 combined limit for any occurrence.
2. Comprehensive or Commercial General Liability Insurance shall include coverage for bodily injury, property damage, and personal injury for premises, operations, products/completed operation, and contractual liability. The amount of the insurance shall not be less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate.

ADDITIONAL INSURANCE PROVISIONS

Comprehensive or Commercial Liability Insurance shall (1) include an endorsement adding the County of Riverside as additionally insured regarding work performed by the Soboba Band of Luiseño Indians, (2) contain a severability of interest clause, and (3) provide that the RCTC shall not incur liability to the insurance carrier for payment of premium.